



CITY OF LUMBERTON
COUNCIL POLICY COMMITTEE
MINUTES • OCTOBER 9, 2013

Regular Meeting

Council Chambers

12:00 AM

500 N Cedar St, Third Floor, Lumberton, NC 28358

I. INVOCATION

Attendee Name	Title	Status	Arrived
Raymond B. Pennington	Mayor	Present	
Don Metzger	Precinct 1	Present	
John Robinson	Precinct 2	Present	
Jackie Taylor	Precinct 3	Present	
Harry Ivey	Precinct 4	Present	
John Cantey Jr.	Precinct 5	Present	
Robert L. Jones	Precinct 6	Present	
Leon Maynor	Precinct 7	Present	
Erich Hackney	Precinct 8	Present	
Wayne Horne	City Manager	Present	
Laney Mitchell-McIntosh	City Clerk	Present	
Robert E. Price	Interim City Attorney	Present	

II. ITEMS FOR COUNCIL POLICY COMMITTEE CONSIDERATION

1. Authorize the execution of the DataMax d/b/a Interstate Credit Collections Collection Service Agreement - Linda Oxendine, Public Services Director
The Public Services Department entered into a service agreement with Linebarger Goggan Blair & Sampson, LLP Attorney's at Law, a Virginia based firm, for the collection of delinquent utility debt in July 2005. Staff request to terminate this agreement so the City may enter into an agreement with DataMax Corporation d/b/a Interstate Credit Collections of Winston-Salem, NC with a January 1, 2014 effective date as this company offers services that Linebarger Goggan Blair & Sampson does not or cannot offer.

DataMax Corp d/b/a Interstate Credit Collections

- Contingency Fee 25% for life of debt (current fee 30%-45% based on delinquency age)
- Reporting to 3 Credit Reporting Agencies for non-business accounts (not provided by current agency)
- Reporting to Business Credit Reporting for business accounts (not provided by current agency)
- Pre-Collect Plus (1 cost for collection letter, debt-setoff letter (submit debt to clearing house for 10 years), and submittal to credit reporting agency) (not provided by current agency)
- 0% Contingency Fee for delinq debt related to reconnection to city system (not provided by current agency)
- 0% Contingency Fee for payments received via the debt-setoff program administered by the NC DOR when submitted directly by the City of Lumberton to the agency. (provided by current agency)

Recommend Council authorize staff to execute the DataMax d/b/a Interstate Credit Collections Collection Service Agreement with an effective date of January 1, 2014.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	John Cantey Jr., Precinct 5	
SECONDER:	Don Metzger, Precinct 1	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

2. Adopt an Ordinance Designating 25 MPH as the Speed Limit for Roslyn Drive - Michael McNeill, Police Chief
Current speed limit for Roslyn Drive is set at 35 mph. It is recommended that speed limit be changed to 25 mph.
Adopt an Ordinance designating the speed limit for Roslyn Drive to 25 mph.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Robinson, Precinct 2	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

3. Acceptance of the Edward Byrne JAG Grant in the amount of \$36,106.00. - Michael McNeill, Police Chief
The Lumberton Police Department has received notification of approval from the Office of Justice Programs for the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) for which our department was allocated \$36,106.00.

This is a three-year grant and if awarded, monies will be used to fund training (\$4,480.00), equipment (\$20,604.00) and overtime (\$11,022.00). Training and travel for all police personnel will be funded to enhance, develop, and increase skills of staff to include, records management, patrol officers, special operations, SWAT, administration, and other essential command staff. Overtime operations will include patrol officers, drug enforcement team, interdiction team, detectives, gang officers, hot spot officers and housing officers who will conduct special operations within the city. Monies for equipment will be used to purchase tablets for the detective division which would allow detectives to make audio recordings of witness statements, share photos of suspects, and access crime maps to detect patterns or email case files, as well as complete reports out in the field rather than coming back to the office. It is requested that the Lumberton Police Department be granted permission to accept the 2013 Edward Byrne Memorial Justice Assistance Grant.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Don Metzger, Precinct 1	
SECONDER:	Jackie Taylor, Precinct 3	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

4. Acceptance of COPS Grant in the amount of \$303,632 - Michael McNeill, Police Chief

The Lumberton Police Department has been awarded COPS Hiring Recovery Program (CHRP) Grant in the amount of \$227,724. The city must provide a cash match of \$75,908 for a combined total of \$303,632. Funding will be available for hiring two (2) school resource officers for identified elementary schools in our district. This grant will provide 75 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired officers.

It is requested that the Lumberton Police Department be granted permission to accept COPS Hiring Grant in the amount of \$303,632 and provide match of \$75,908.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Don Metzger, Precinct 1	
SECONDER:	Jackie Taylor, Precinct 3	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

5. Award of Contract for Sludge Removal and Disposal for WWTP to Synagro Central, LLC - Rob Armstrong, Public Works Director

The City of Lumberton Purchasing Division solicited proposals for the removal and disposal of the sludge generated at the Wastewater Treatment Plant. The contract for this service will be for five years. Two proposals were received:

- Porter Scientific, Inc., Pembroke, NC \$0.11 per gallon
- **Synagro Central, LLC, Baltimore MD \$0.037 per gallon**

Synagro submitted the lowest price for the service. The current contract is with this company, which has a local office in Wilmington. Funding for this service is provided in the WWTP operating budget.

Public Works recommends awarding the five year WWTP sludge removal and disposal contract to Synagro Central, LLC

RESULT:	REFERRED [7 TO 1]	Next: 10/9/2013 11:00 AM
MOVER:	Don Metzger, Precinct 1	
SECONDER:	John Robinson, Precinct 2	
AYES:	Metzger, Robinson, Ivey, Cantey Jr., Jones, Maynor, Hackney	
NAYS:	Taylor	
EXCUSED:	Pennington	

6. East Robeson Lift Station Spare Pump - Rob Armstrong, Public Works Director

Public Works is in need of a spare pump for the East Robeson Lift Station. The original spare was used to replace a failed pump at the Wastewater Treatment Plant. The required pump is a Flyght Model CP-3127.181 4", 10 HP, 460 Volts. This is a vendor item available thru Xylem Water Solutions, Charlotte, NC for \$7,907.00

Public Works is requesting authorization to purchase a Flyght Model CP-3127.181 4", 10 HP pump from Xylem Water Solutions of Charlotte, NC for \$7,907.00 using funds available in the Wastewater Treatment Plant operation budget code 60-00-7130-3520

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	John Cantey Jr., Precinct 5	
SECONDER:	Don Metzger, Precinct 1	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

7. Piping of Road Ditch at Lot 6, Londonderry Drive - Rob Armstrong, Public Works Director
Public Works has received a request to pipe the existing road ditch in front of Lot 6, Londonderry Drive, Wycliff East Subdivision. Council Policy 743.00 – Ditch Tiling – allows the Property Owner to petition the City Council to share half the cost of the total installation of the pipe, including labor, material and equipment. Public Works has estimated the total cost of this project will be \$5,419.76. Under the provision, the Property Owner will pay the City half of the expense, \$2,709.88 before any pipe is installed. Public Works has reviewed the project site and concurs with the proposed piping in accordance with Council Policy 743, sharing the expense with the Property Owner. Public Works will be installing the pipe. Attached is an itemized project estimate including material, labor and equipment. Public Works is requesting authorization to pipe the roadside swale located in front of Lot 6 Londonderry Drive, Wycliff East in accordance with Council Policy 743 and charging the Property Owner \$2,709.88 for the their half of the installation expense.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Don Metzger, Precinct 1	
SECONDER:	John Robinson, Precinct 2	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

8. Authorize the Installation of Reinforced Concrete Piping Road Ditch at Mount Haven Church, 3733 West 5th Street - Rob Armstrong, Public Works Director
Representatives from Mount Haven Church approached Councilman Maynor for help with piping the road ditch in front of their facility at 3733 West 5th Street. This particular road ditch is located on a DOT maintained street although it does convey stormwater from adjacent properties including a small area portion of the Airport. Public Works met with NCDOT at Councilman Maynor's request and has received permission to pipe the short section of ditch. 96' l.f of 18" RCP will be required. The cost estimate is summarized below.

• 18" Reinforced Concrete Pipe:	96 l.f @ \$9.39	\$ 901.44
• Labor and Equipment:	Lump Sum	<u>\$ 900.00</u>
		\$1,801.44

The Church has agreed to pay for half the cost of the project, which is customary under the Council's residential ditch / piping policy, and Councilman Maynor providing the remainder thru the CRF.

Public Works is requesting authorization to install 96 l.f. of 18" RCP at 3733 West 5th Street in front of Mount Haven Church. The Church has agreed to pay for half the cost of the

project, \$900.72 with Councilman Maynor providing \$900.72 thru the CRF.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Leon Maynor, Precinct 7	
SECONDER:	Jackie Taylor, Precinct 3	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

9. Boom Truck Remote Control - Rob Armstrong, Public Works Director

The maintenance crew routinely uses the boom truck to pull pumps and motors out of lift stations and from the well heads. We also use it for non-Public Works tasks through-out the City. Currently, the boom truck operator has to work the boom while physically on the truck. This means the operator cannot see the actual equipment or the person in the hole or wet well. The operator must rely on hand signals from an intermediate person who is viewing the equipment down in the wet well. We feel a safer way to operate the truck is to have a remote control device available that allows the boom truck operator to operate the boom while having his eyes on the equipment and personnel below. He can stand over the work area while working the boom. Attached is a spec sheet and quote we received to up-fit the truck with the remote capability. The cost is \$14,783.

Public Works is requesting Council approval to up-fit the Boom Truck with remote control operation. The up-fit would be done by MAPS Enterprises of Burlington, NC for \$14,783. Funding would come from the Water and Sewer Capital Reserve Fund.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Robert L. Jones, Precinct 6	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	
EXCUSED:	Pennington	

10. City owned building at 110 N Chestnut Street - Ben Andrews, Inspections Director
City Council directed the building inspector to obtain estimates for the repair of the building located at 110 N. Chestnut Street, owned by the City. The estimates are as follows:

Strickland Construction- \$13,670.00

Cornerstone Construction Company- \$17,048.00

Meares & McCray Construction- No response

Staff recommends City Council award bid to Strickland Construction in the amount of \$13,670.00

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Robert L. Jones, Precinct 6	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

11. Approval of Service Contract with Midlands GIS Solutions - Brandon Love, Planning Director

At its spring planning workshop, the Lumberton City Council received a presentation from Matt Sorenson of Midlands GIS Solutions regarding their GIS web platform. Additionally, Mr. Sorenson discussed Midlands' capabilities of providing a companion application written specifically for the iPad device. Representatives from the Planning, MIS and Public Works Departments also viewed an expanded version of Mr. Sorenson's presentation which detailed specific applications of the GIS web platform towards individual, departmental needs. Attached you will find a contract agreement and scope of services for launching the City's GIS web platform with Midlands GIS Solutions in the amount of \$17,500 for the initial data collection and set-up with a yearly hosting fee of \$4,800.

The Planning & Neighborhood Services Department recommends that City Council authorize staff to execute the attached service agreement with Midlands GIS Solutions for the creation and hosting of a GIS web platform for the City of Lumberton.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Don Metzger, Precinct 1	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

12. Change of Boundaries of Two Wards - Rob Price, City Attorney

Councilman Maynor has secured an agreement with Councilman Jones for each of them to give specific small portions of their precincts to the other. The effect of the changes can be seen in the attached "District Changes Effects", which summarizes the attached "Proposed Summary" to the attached "Existing Summary", both of which were prepared by COG. Under the City Charter, the Board of Elections and the City would have to approve the changes.

A map of the areas each of the Councilmen would be ceding to the other is attached as "Districts Changes Map". That map is especially vague as to the area being ceded to Councilman Jones. A map entitled "Holly Ridge" is attached to show that area more precisely.

The language from Section 13 of Article III of the Charter is:

Election wards or precincts. There shall be eight election wards or precincts. The boundaries of the wards shall be as indicated on the map approved by the Robeson County Board of Elections on May 11, 1981 and by the City Council on May 12, 1981. The wards or precincts may be altered by the Robeson County Board of Elections with the approval of the City Council, provided, however, that in the event that the corporate limits of the City of Lumberton are extended, the Board of Elections shall enlarge the nearest ward or precinct so as to include the annexed area therein.

Adopt the attached "Precinct Changes Resolution".

Councilman Jones made a motion and seconded by Councilman Maynor to remove this item from the table. The motion carried unanimously.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Robert L. Jones, Precinct 6	
SECONDER:	Leon Maynor, Precinct 7	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

13. Acceptance of Two Lots on McLeod Road in Lieu of 2013 County Property Taxes - Rob Price, City Attorney

Danny K. Martin approached Dixon Ivey about a donation of two lots to the City. Mr. Ivey has determined that the lots are desirable to the City as a location for a sewer lift station. A title search shows that Mr. Martin and his wife, Katherine C. Martin, own the lots, subject only to a Carolina Power and Light Company easement and 2013 taxes due to the County in the amount of \$430.00. The lots each have a \$25,000 tax value. Copies of tax maps showing the property are attached. The "Martin Lots" attachment is a more focused view. A condition of the donation is that the City pay the 2013 County property taxes.

Accept the donation of the property with the requirement that the City pay the 2013 County property taxes.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Robinson, Precinct 2	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

14. Approval of September 2013 Tax Releases - Linda Oxendine, Public Services Director
Per G.S. 105-381, which authorizes the release or refund of billed and/or collected taxes when such taxes were imposed as a result of any of the following reasons:

Clerical/computational error, the tax was listed and billed in the name of the wrong taxpayer, the property did not fall within the jurisdiction of the City of Lumberton, or the tax was listed in duplicate.

The City of Lumberton Tax Office submits for approval the following tax releases which were generated primarily in response to documentation from the Robeson County Tax Assessor and/or city staff clerical errors for the years and amounts outlined below:

2011.....\$10.80

2012.....\$569.78

2013.....\$1,611.93

Approve the tax releases for the years and amounts listed above.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Robinson, Precinct 2	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

15. Robeson County Board of Election request to uses the Pine Street Parking for overflow parking. - Wayne Horne, City Manager

The Robeson County Board of Elections has made a formal request to connect their new office on Walnut Street with the parking lot of the Lumberton Senior Citizen Center on Pine Street.

The request from the Board of Elections is for an entrance and exit gate (map attached) for overflow parking during the voting process for Early Voting and to provide access to the voting precinct polling place by election official on Election day.
Staff recommends that City Council consider the request from the Robeson County Board of Elections and instruct staff on how to proceed.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	John Cantey Jr., Precinct 5	
SECONDER:	John Robinson, Precinct 2	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

16. Approve the designation of \$500 of Community Revitalization Funds to the Oaks Association in Precinct 1 - Don Metzger, Precinct 1

Councilman Metzger requests \$500.00 of community revitalization funds for to the Oaks Association for an event held on October 20, 2013.

Designate \$500.00 of CRF to the Oaks Association.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

17. Approve the designation of \$175.00 of CRF for Handicap Rails Located at 2319 Rosenwald Street in Precinct 2. - John Robinson, Precinct 2

Councilman Robinson requests \$175.00 of Community Revitalization Funds for handicap rails located at 2319 Rosenwald Street.

Designate \$175.00 of CRF to 2319 Rosenwald Street for handicap rails.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Harry Ivey, Erich Hackney	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

18. Approve the designation of \$800 of Community Revitalization Funds for a Community Day in Precinct 2 - John Robinson, Precinct 2

Councilman Robinson requests \$800.00 of CRF for a Community Day in Precinct 2 on October 12, 2013.

Designate \$800.00 of CRF for a Community Day in Precinct 2.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

19. Approve the designation of \$200.00 of CRF for a Handicap Rail at 2606 Rogers Street in Precinct 2 - John Robinson, Precinct 2

Councilman Robinson requests \$200.00 of Community Revitalization Funds for a handicap rail at 2606 Rogers Street.

Designate \$200.00 of CRF to 2606 Rogers Street for a handicap rail.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

20. Approve the De-obligation of \$100.00 of CRF from 10-00-4313-2125 - John Cantey Jr., Precinct 5

Councilman Cantey requests de-obligation of CRF from code 10-00-4313-2125.

De-obligate \$100.00 of CRF from code 10-00-4313-2125.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

21. Approve the designation of \$100.00 of CRF to Miss Lumberton USA 2014 - John Cantey Jr., Precinct 5

Councilman Cantey requests \$100.00 of Community Revitalization Funds be designated to Miss Lumberton USA 2014; Ms. Jasmine Calvin who is seeking sponsorship support in this year's Miss North Carolina USA pageant held on November 9, 2013 in High Point.

Designate \$100.00 of CRF to Miss Lumberton USA 2014. Additional funds added:

P2 - \$100.00 and P6 - \$100.00

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

22. Approve the designation of \$400.00 of CRF for a Community Day on October 12th in Precinct 5. - John Cantey Jr., Precinct 5

Councilman Cantey requests \$400.00 of CRF for a Community Day on October 12th
Designate \$400.00 of CRF for a Community Day.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

23. Approve the designation of \$100.00 of CRF to W. H. Knuckles for a 2-Way Visual Security System - John Cantey Jr., Precinct 5

Councilman Cantey requests \$100.00 of CRF to W.H. Knuckles for a 2-Way Visual Security System.

Designate \$100.00 to W.H. Knuckles School. Additional funds are listed as:

P1 -\$100.00 P2 - \$100.00

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

24. Approve the designation of \$500.00 of Community Revitalization Funds to West Lumberton Elementary School for the Positive Behavioral Intervention Support program (PBIS) in Precinct 7 - Leon Maynor, Precinct 7

Councilman Maynor requests \$500.00 of Community Revitalization Funds be designated to the West Lumberton Elementary School for the Positive Behavioral Intervention Support program (PBIS).

Designate \$500.00 of CRF to the West Lumberton Elementary School for the PBIS program in Precinct 7.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

25. Approve the designation of \$100.00 to W.H. Knuckles School for the Positive Behavioral Intervention Program - Leon Maynor, Precinct 7

Councilman Maynor requests \$100.00 of Community Revitalization Funds be designated to W. H. Knuckles for the Positive Behavioral Intervention

Designate \$100.00 of CRF to W.H. Knuckles for the Positive Behavioral Intervention program.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

26. Approve the designation of \$100.00 of CRF to Lumberton Junior High School for the Positive Behavioral Intervention Program - Leon Maynor, Precinct 7
Councilman Maynor requests \$100.00 of CRF to Lumberton Junior High School for the Positive Behavioral Intervention Support Program.
Designate \$100.00 of CRF to Lumberton Junior High School for the Positive Behavioral Intervention Support Program. Additional funds added:

P1 - \$100.00 P6 - \$100.00

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

27. Approve the designation of \$500.00 of CRF to the Robeson County Executive Law Enforcement Officer's Association from Precinct 8 - Erich Hackney, Precinct 8
Councilman Hackney requests that \$500.00 of CRF be designated to the Robeson County Executive Law Enforcement Officer's Association.
Designate \$500 of CRF to the Robeson County Executive Law Enforcement Officer's Association from Precinct 8.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

28. Approve the designation of \$5,000 to the Lumberton Area Chamber of Commerce for the Lumberton Christmas Parade - Raymond Pennington, Mayor
Lumberton Area Chamber of Commerce is requesting the designation of \$5,000 to defray some of the overhead expenses for the Lumberton Christmas Parade. The Christmas parade will be November 23, 2013.
Designate \$5,000 to the Lumberton Area Chamber of Commerce for the Lumberton Christmas Parade.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

29. Approve the designation of \$200.00 of CRF to the Lumberton Boys & Girls Club to Purchase Essential Items in Precinct 6 - Robert Jones, Precinct 6

Councilman Jones requests \$200.00 of CRF to be given to the Lumberton Boys & Girls Club to purchase essential items.

Designate \$200.00 of CRF to the Boys & Girls Club. Additional funds were given as follows:

P1 - \$100.00 P2 - \$100.00 P7 - \$100.00 P3 - \$300.00 P4 - \$200.00.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

30. Approve the Designation of \$200.00 to the Robeson County Church & Community Center for Building two Handicap Ramps in Precinct 6 - Robert Jones, Precinct 6

Councilman Jones requests \$200.00 of CRF to be given to the Robeson County Church & Community Center for building a handicap ramp.

Designate \$200.00 of CRF to the Robeson County Church & Community Center.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

31. Approve the designation of \$500.00 to Lumberton High School for Band Uniforms from Precinct 6 - Robert Jones, Precinct 6

Councilman Jones requests \$500.00 of CRF to be given to Lumberton High School for band uniforms.

Designate \$500.00 of CRF to Lumberton High School.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

32. Approve the designation of \$350.00 of CRF to W.H. Knuckles Elementary School for a Fundraiser in Precinct 6 - Robert Jones, Precinct 6

Councilman Jones requests \$350.00 of CRF to be given to W.H. Knuckles Elementary School for a fundraiser.

Designate \$350.00 to W.H. Knuckles for a fundraiser.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

33. Approve the designation of \$100.00 of CRF to Miss Lumberton 2014 in Precinct 6 - Robert Jones, Precinct 6

Councilman Jones requests \$100.00 of Community Revitalization Funds be designated to Miss Lumberton USA 2014; Ms. Jasmine Calvin who is seeking sponsorship support in this year's Miss North Carolina USA pageant held on November 9, 2013 in High Point. Designate \$100.00 of CRF to Miss Lumberton USA 2014.

RESULT:	REFERRED [UNANIMOUS]	Next: 11/18/2013 12:00 AM
MOVER:	Erich Hackney, Precinct 8	
SECONDER:	John Cantey Jr., Precinct 5	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

III. RESOLUTIONS

1. **RES - 2013.10.1** Adopt a Resolution Declaring IT Property Surplus to the Needs of the City and Authorize the MIS Director to Dispose of as Necessary - Travis Branch, MIS Director
The following items are defective IT equipment.

- 37 Computers
- 7 Servers
- 15 Monitors
- 5 Printers
- 5 Uninterruptible Power Supplies (UPS)
- 1 Television
- 1 Analog Video Recorder
- 1 Network Attached Storage Appliance

Declare these items as surplus and authorize MIS to dispose of as necessary.

The Council Policy Committee meeting was recessed and the Special City Council meeting began.

RESULT:	RECOMMENDED FOR ADOPTION [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	John Cantey Jr., Erich Hackney	
SECONDER:	John Robinson, Precinct 2	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

IV. DESIGNATION OF CONSENT/NON-CONSENT ITEMS

V. RECESS

A. City Council Meeting

I. Public Comment Period

No one appeared to speak.

II. Consent Agenda

Items II.1 - II.4 and items II.12 - II.33 were all approved.

Items II.5 - II.11 were approved by each individual Councilman.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Cantey Jr., Precinct 5
SECONDER:	John Robinson, Precinct 2
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney

III. Public Hearings

1. FY10 CDBG Economic Recovery Closeout Public Hearing - Brandon Love, Planning Director

This is the CDBG closeout public hearing for the FY10 Economic Recovery Grant. The purpose of the Public Hearing is to entertain citizens' comments on the City's performance and Council to authorize Staff to proceed with the closeout paperwork to be submitted to the NC Department of Commerce.

Recommend Council conduct the Public Hearing and authorize Staff to proceed with closing out the grant.

Mayor Pennington opened the Public Hearing to entertain citizens' comments on the City's performance and authorize staff to proceed with the close out paperwork to be submitted to the NC Department of Commerce. City Clerk Laney Mitchell-McIntosh submitted the Affidavit of Publication showing that the Notice of the Hearing was advertised in The Robesonian.

Teresa Johnson stated that this is the closeout Public Hearing for the FY10CDBG Economic Recovery Grant program. This grant activities included:

Demolition/clearance of three (3) substandard single-family houses (703 Saxon Avenue, 216 Center Street, 2109 Hayswood Street)

One tenant relocation

Two owner relocations (703 Saxon Avenue & 216 Center Street)

Construction of two single-family dwellings to
two owner relocations (601 Saxon Avenue & 220 Center Street)

Eleven (11) scattered site emergency repair

Grant administration

Total CDBG funds spent \$432,572.46. Total low/ moderate income benefit was 100%.

Recommend Council entertain citizens' comments on the City's performance and authorize staff to proceed with the close out paperwork to be submitted to the NC Department of Commerce.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	Leon Maynor, Precinct 7	
SECONDER:	Robert L. Jones, Precinct 6	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

2. Adopt an Ordinance Amending Section 35-178 C, Organized Shelter Type C - Brandon Love, Planning Director
- Currently, the Land Use Ordinance for the City of Lumberton does not allow organized shelters that provide counseling and/or therapeutic activities on site. The Planning Department requests that the following sections be amended to accommodate for a greater number of individuals and to allow counseling and/or therapeutic activities on site.

On August 20, 2013 the Planning Board tabled the petition and requested additional information. On September 17, 2013 the Planning Board reviewed the request and recommends approval.

Definitions Section

Organized shelter--Type C. A transitional housing facility designed to temporarily feed, shelter and provide counseling or therapeutic activities for individuals according to the standards in section 35-178.

Sec. 35-178. Organized shelters

(A) An organized shelter Type A shall meet all of the following standards:

- (1) The shelter may not operate kitchen facilities for the preparation of meals, but light snacks and hot beverages may be served.
- (2) The shelter shall provide 50 square feet of sleeping space per person.
- (3) The shelter will conform to all applicable health, building codes, licensing laws and regulations.
- (4) The shelter operators will provide an employee or volunteer to maintain continuous on-site supervision of the shelter during the shelter's hours of operation.
- (5) No shelter shall be located within **one and one-half mile** radius (determined by straight line and not street distances) of another organized shelter **Type A, Type B or Type C.**

(B) An organized shelter Type B shall meet all of the following standards:

- (1) The organized shelter Type B shall house no more than 15 individuals at any one time.
- (2) No individual shall remain in any one shelter longer than 30 consecutive days. No individual shall be readmitted to any organized shelter Type B until at least 14 days have elapsed from his last residency at that shelter.
- (3) No counseling or therapeutic activities shall be conducted in an organized shelter Type B. Referral of residents to employment agencies and other personal service agencies shall not be deemed to be counseling.
- (4) The shelter operators will provide an employee or volunteer to maintain a continuous on-site supervision of the shelter.
- (5) No organized shelter Type B shall be located within a **one and one-half mile** radius (determined by straight line and not street distances) of another organized shelter **Type A, Type B or Type C**.

(C) An organized shelter Type C shall meet all of the following standards:

- (1) The organized shelter Type C shall house no more than forty-five (45) individuals at any one time.**
- (2) No individual shall remain in any one shelter longer than (90) consecutive days. No individual shall be readmitted to any organized shelter Type C until at least thirty (30) days have elapsed from his last residency at that shelter.**
- (3) Counseling and/or therapeutic activities may be conducted in an organized shelter Type C.**
- (4) The shelter operators shall provide at least one employee or volunteer at all times to maintain continuous on-site supervision of the shelter.**
- (5) No organized shelter Type C shall be located within a one and one-half mile radius (determined by straight line and not street distances) of another organized shelter Type C, an organized shelter Type B or an organized shelter Type A.**

Use Descr iption							
7.500 Orga nized Shelt ers Facili ties							
7.510 Type A							
7.520 Type B							
7.530 Type C							

Parking table

	1 space per every 3 beds or 1 space per 400 square feet of gross floor area, whichever is greater.
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Recommends City Council approve this request by approving the attached ordinance creating Section 35-178 C, Organized Shelter Type C

Mayor Pennington opened the Public Hearing to consider the creation of Section 35-178 C, Organized Shelter Type C to the Land Use Ordinance for the City of Lumberton. City Clerk Laney Mitchell-McIntosh submitted the Affidavit of Publication showing that the Notice of the Hearing was advertised in The Robesonian.

Jim Parker a resident of Lumberton appeared before Council and stated his comments in opposition to the Lumberton Christian Care Center new location.

Marie Parker a resident of Lumberton appeared before Council and stated her comments in opposition to the Lumberton Christian Care Center new location.

Ms. Renie Mills, President of the Board of Directors, Lumberton Christian Care Center appeared before Council and stated the consensus of the Board for approving the creation of Section 35-178C for the advantage of the Lumberton Christian Care Center.

No one else appeared to speak and the hearing was closed.

RESULT:	REFERRED [UNANIMOUS]	Next: 10/9/2013 11:00 AM
MOVER:	John Cantey Jr., Precinct 5	
SECONDER:	Jackie Taylor, Precinct 3	
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney	

3. Lumberton Christian Care Center Requests a Conditional Use Permit for 220 E. 2nd Street - Brandon Love, Planning Director

Lumberton Christian Care Center has submitted a Conditional Use Permit application for property located at 220 East Second Street, parcel #3238-01-014. This request is to obtain a Conditional Use Permit to operate a soup kitchen/transient housing (Organized Shelter type "C").

On February 11, 2013 City Council voted to approve Lumberton Christian Care Center's previous CUP request for an Organized Shelter type "B" which allows for 15 individuals.

Lumberton Christian Care has been selected to participate in the North Carolina Housing Finance Agency Supportive Housing Program. They have been awarded \$600,000 for the construction of the emergency housing portion of the new facility. In order to receive the funds, the facility has to increase the number of individuals they will be able to assist at one time from 15 to 44.

On July 29, 2013 Lumberton Christian Care Center is requesting to operate an Organized Shelter type "C". They stated that the Organized Shelter type "C" will best suit their needs.

Sec. 35-178. Organized shelters

(C) An organized shelter Type C shall meet all of the following standards:

(1) The organized shelter Type C shall house no more than forty-five (45) individuals at any one time.

(2) No individual shall remain in any one shelter longer than (90) consecutive days.

No individual shall be readmitted to any organized shelter Type C until at least thirty (30) days have elapsed from his last residency at that shelter.

(3) Counseling and/or therapeutic activities may be conducted in an organized shelter Type C.

(4) The shelter operators shall provide at least one employee or volunteer at all times to maintain continuous on-site supervision of the shelter.

(5) No organized shelter Type C shall be located within a one and one-half mile radius (determined by straight line and not street distances) of another organized shelter Type C, an organized shelter Type B or an organized shelter Type A.

On August 20, 2013 the Planning Board tabled the petition and requested additional information.

On September 17, 2013 the Planning Board reviewed the request and recommends approval.

Recommend that City Council hold today's public hearing and approve the attached Conditional Use Permit.

Proper notification was not advertised for the CUP for Lumberton Christian Care; so therefore, the Public Hearing will be advertised for October 23, at 11:00 a.m. There will be no action necessary until then.

RESULT:	WITHDRAWN [UNANIMOUS]
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney

4. Rezoning application for 806 E. 2nd Street, parcel #3239-01-014 - Brandon Love, Planning Director

Kenneth Gray Britt has submitted a rezoning application for property located at 806 E. 2nd Street, parcel #3239-01-014. This request is to rezone property from M-1, Light Manufacturing to B-4, Business General Commercial.

September 17, 2013 the Planning Board reviewed the request and recommends approval.

Recommend that City Council hold tonight's public hearing and approve the attached ordinance rezoning 806 E. 2nd Street, parcel #3239-01-014 to B-4, Business General Commercial.

Proper notification was not advertised for the Rezoning request by Kenneth Britt; so therefore, the Public Hearing will be advertised for October 23, at 11:00 a.m. There will be no action necessary until then.

RESULT:	WITHDRAWN [UNANIMOUS]
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney

B. Closed Session

2. Open Session

3. Conduct a Public Hearing to Consider Economic Development Incentives for Project Cartoon. - Wayne Horne, City Manager

City Manager Horne stated that Staff is currently working with the Robeson County Economic Development office to assist an existing Industry with a plant modernization and expansion.

*Project Parameters-\$9 million investment in equipment and machinery. Ten jobs full time jobs will be created. The current average wage is \$23.62 per hour.

Year-1 \$28,350

Year-2	\$28,350
Year-3	\$28,350
Total	\$85,050

If the Level I incentives (50% Inducement) are approved by Council they will be granted as a utility tax credit over a three year period.

That City Council conduct a Public Hearing to consider economic development incentives for Project Cartoon.

Mayor Pennington opened the Public Hearing to consider extending economic incentives to specific industry. City Clerk Laney Mitchell-McIntosh submitted the Affidavit of Publication showing that the Notice of the Hearing was advertised in The Robesonian.

RESULT:	APPROVED AND SENT [UNANIMOUS]
MOVER:	Leon Maynor, Precinct 7
SECONDER:	John Cantey Jr., Precinct 5
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney

5. The Acceptance of an Easement from B.G. French - Wayne Horne, City Manager
B.G. French is interested in offering the City of Lumberton an easement on the 140.7 acres of wood/swamp land that adjoins Mayfair subdivision. The City currently has 4 outfall lines from the subdivision that drains through this tract of land to the Saddletree Swamp which is the western boundary of the property. The property which is located outside the city limits has a tax value of \$371,500.

That City Council considers the offer by of an easement on the 140.7 acres tract of land adjoining Mayfair Subdivision to the City of Lumberton and advice staff on how to proceed.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Metzger, Precinct 1
SECONDER:	John Robinson, Precinct 2
AYES:	Pennington, Metzger, Robinson, Taylor, Ivey, Cantey Jr., Jones, Maynor, Hackney

C. Adjournment

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Services

Submission Date: October 2, 2013

Subject: Collection Service Agreement

Summary/Background of Subject Matter -

The Public Services Department entered into a service agreement with Linebarger Goggan Blair & Sampson, LLP Attorney's at Law, a Virginia based firm, for the collection of delinquent utility debt in July 2005. Staff request to terminate this agreement so the City may enter into an agreement with DataMax Corporation d/b/a Interstate Credit Collections of Winston-Salem, NC with a January 1, 2014 effective date as this company offers services that Linebarger Goggan Blair & Sampson does not or cannot offer.

DataMax Corp d/b/a Interstate Credit Collections

- Contingency Fee 25% for life of debt (current fee 30%-45% based on delinquency age)
- Reporting to 3 Credit Reporting Agencies for non-business accounts (not provided by current agency)
 - Reporting to Business Credit Reporting for business accounts (not provided by current agency)
- Pre-Collect Plus (1 cost for collection letter, debt-setoff letter (submit debt to clearing house for 10 years), and submittal to credit reporting agency) (not provided by current agency)
 - 0% Contingency Fee for delinq debt related to reconnection to city system (not provided by current agency)
- 0% Contingency Fee for payments received via the debt-setoff program administered by the NC DOR when submitted directly by the City of Lumberton to the agency. (provided by current agency)

Recommendation for CPC Consideration:

Recommend Council authorize staff to execute the DataMax d/b/a Interstate Credit Collections Collection Service Agreement with an effective date of January 1, 2014.

Signature: *Linda Oxendine*

Department: Public Services

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

25% Contingency Rate

On occasion, clients find their office received the consumer's payment prior to the account being placed with ICC for collection. In such cases, it is our policy to charge 15%. This is necessary due to the effort and expense already incurred by ICC. (Comparison against bankruptcy and/or skip tracing databases, sending letters, making collection calls, researching whether the account was paid, etc.).

Client acknowledges that certain debtors prefer to pay their accounts directly to the client and client agrees to promptly report such payment to ICC. Client further acknowledges that as a result of ICC's efforts, debtors will contact their insurance company or other sources of funds and effect payment of the debt. Client agrees to pay ICC applicable commission on all accounts paid while placed with ICC regardless of to whom the payment is made or the source of the funds. Client agrees to give permission to use county/town seal and the name of the debt setoff officer.

ICC agrees that no commission will be charged on accounts where the consumer pays a past-due account balance that has been sent to collection as a condition of getting new or renewed services or collected through Debt Set-off by the City of Lumberton. This does not apply on accounts paid at flat rate. It would be the client's responsibility to notify us to adjust the balance owed. For such accounts, the balance will be adjusted to zero, no fees will be charged by ICC but the account will remain in the consumer's credit report (if applicable).

Client Signature

Date

Company/Firm/Practice Name

Attachment: Customized Pricing (1203 : Collection Service Agreement)

Collection letters noted below will be sent to debtors. Accounts not paid in full within 35 days of the initial collection letter are reported to all three national credit files. No outbound collection telephone calls are made with this Pre-Collect-Plus service option.

\$8.50 per account
Includes all services listed below.

- First notice Collection Letter
- Day 60 Debt Setoff Letter sent on behalf of City of Lumberton
- Facilitation to Debt Setoff Clearinghouse

Client Signature

Date

Company/Firm/Practice Name

Attachment: DATAMax Pre-Collect Plus Fees (including debt setoff) (2) (1203 : Collection Service Agreement)

Interstate Credit Collections Collection Service Agreement

THIS COLLECTION SERVICE AGREEMENT ("Agreement") is made and entered into as of the 1 day of January, 2014 (Effective Date) by and between City of Lumberton (hereinafter referred to as "Client") and DataMax Corporation d/b/a Interstate Credit Collections (hereinafter referred to as "ICC").

Section I: Collection Services

ICC agrees to use its best efforts to collect accounts placed for collection by Client and to comply with all applicable federal, state, and local laws with respect thereto.

Client agrees and hereby warrants that all accounts forwarded to ICC for collection will be valid and legally enforceable debts, and that Client will both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Further, Client agrees: (1) not to forward to ICC accounts that are included in an existing or pending bankruptcy; (2) to provide to ICC within two (2) business days of receipt by Client notification of bankruptcy filing involving any of Client's accounts forwarded to ICC; and (3) to provide, whenever requested to do so by ICC, a written verification of a claim; a copy of the judgment, if any, on which a claim is based; and the name and address of the person or entity to whom the debt was originally owed if different from Client.

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) places certain requirements on those who furnish information to ICC. Those requirements have been summarized in a document titled Notice of Fair Credit Reporting Act/FACT Act Furnisher Requirements and Allowing Direct Disputes, which is attached as **Exhibit A** and incorporated herein by reference. Client hereby acknowledges receipt of that document. In addition to furnishing the amount of the debt and demographic and other available information, Client agrees to provide ICC with the month and year the delinquency began prior to placing the account for collection.

It is further mutually agreed that ICC and Client shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims, including reasonable attorney fees arising on account of its acts of negligence, or on account of its failure to perform any of its obligations hereunder.

Section II: Telephone Consumer Protection Act

The Telephone Consumer Protection Act of 1991 places specific requirements on collection agencies using automatic telephone dialing systems to recipients with cell phone service. Those requirements are explained in **Exhibit B** as attached. In order for ICC to dial cell phone numbers, Exhibit B must be reviewed and signed.

Section III: Pricing

Client acknowledges that certain debtors prefer to pay their accounts directly to the client and client agrees to promptly report such payments to ICC. Client further acknowledges that as a result of ICC's efforts debtors will contact their insurance company (if applicable) or other sources of funds and effect payment of the debt. Client agrees to pay ICC commission (see **Schedule of Fees**) on all accounts paid while placed with ICC regardless of to whom the payment is made or the source of the funds.

On occasion, clients find that their office received their customer's payment prior to the account being turned over to us for collection. In cases such as these, it is our policy to charge 15% (see **Schedule of Fees**). This is necessary because of the effort and expense these "paid prior to placement" accounts have already incurred, such as sending letters, making calls and doing the research necessary to determine that the account was already paid.

Occasionally debtors round off their payment amounts resulting in unpaid balances of \$1 or less. Should this occur, Client agrees to consider the account settled in full.

Client further agrees to pay ICC for its collection service according to the **Schedule of Fees** in effect at the time accounts are forwarded to ICC for collection. The current **Schedule of Fees**, a copy of which is attached to this Agreement, may be modified from time to time upon 30 days written notice.

Section IV: Terms

Client, by written notice, may immediately terminate this Agreement in whole or in part if ICC breaches any material terms or conditions of this Agreement. Client shall notify ICC of such default and ICC shall be given ten (10) days to correct the breach. ICC shall be deemed to have defaulted if it fails to correct the breach within such ten (10) day period.

Upon termination of this Agreement for breach, and at client's written request, ICC shall immediately cease all collection activity for Client and shall return all patient account information and related documents to Client. In such event, ICC shall extend the protections of this Agreement to copies of the patient account information and limit further uses and disclosures to those purposes required by this Agreement or law. Upon termination, ICC shall, within thirty (30) days, remit outstanding collections, net of ICC's commissions, received by ICC on behalf of Client.

This Agreement is to remain in full force and effect unless cancelled by either party giving the other a 30-day written notice of such cancellation. Upon cancellation the Client shall pay all fees due ICC on accounts paid prior to, and during this 30-day period.

City of Lumberton

500 North Cedar Street

Lumberton, NC 28358

Signature

Print name and title.

DataMax Corporation
d/b/a Interstate Credit Collections
711 Coliseum Plaza Court
Winston-Salem, NC 27106



ICC Signature

Angie Hutchins, Collections Manager
Print ICC name and title.

FACSIMILE SIGNATURES WILL BE ACCEPTED AS ORIGINALS BY ICC

EXHIBIT A & EXHIBIT B FURNISHED TO CLIENT

Member of American Collectors Association
N.C. Department of Insurance Permit Number 100785

Please email or fax completed paperwork to:
celeste.caddell@datamax.com
Fax: 800-522-2396/336-777-3547

Sales Client Services
DataMax Corporation
711 Coliseum Plaza Court
Winston-Salem, NC 27106

DataMax Corporation
d/b/a Interstate Credit Collections
Federal ID# 56-0450890

Exhibit A: Notice of Fair Credit Reporting Act / FACT Act Furnisher Requirements and Allowing Direct Disputes

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). The Fair and Accurate Credit Transactions Act of 2003 (FACT Act) amended the FCRA to include new provisions aimed at enhancing the accuracy and integrity of the information that data furnishers provide to consumer reporting agencies. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. At its simplest data furnishers:

- Should not report information to a CRA it has reasonable cause to believe is inaccurate.
- Should only provide complete, accurate and verifiable information to CRA's.
- Should correct and update information when appropriate.
- Should report to a CRA when an account has been disputed by a consumer.
- Should correct information found to be inaccurate.
- Should report voluntary closing of accounts.
- Should report correct dates of delinquency so accounts age off reports correctly.
- Should identify accounts that are for medical services, products or devices.
- Should have reasonable procedures in place to respond to notifications from CRA's that information furnished is the result of identity theft and to prevent refurnishing the information in the future.

A third party collection agency, such as Interstate Credit Collections (ICC) reporting information regarding a consumer debt on behalf of its clients to a CRA is a "Data Furnisher". ICC's clients, whose information it is reporting, are also "Data Furnishers". We have a shared legal and ethical responsibility to follow these requirements.

The Federal Trade Commission, Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision (the agencies) under section 312 of the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), have issued guidelines regarding the accuracy and integrity of information furnished to consumer reporting agencies. **The effective date for these rules and guidelines is July 1, 2010. The final rules focus on two issues: Accuracy and Integrity Rule and Direct Dispute Rule.**

Accuracy and Integrity Rule

The rules require data furnishers to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of consumer information reported to a consumer credit reporting agency (CRA). The policies and procedures must be in writing and must be appropriate to the nature, size, complexity and scope of each furnisher's activities. Furnishers are required to consider and incorporate appropriate guidelines issued by government agencies when developing their policies and procedures. Furnishers must periodically review and update their policies and procedures to ensure continued effectiveness.

According to the rule guidelines, the policies and procedures should be reasonably designed to promote accuracy, integrity, reasonable investigations and the updating of information, as necessary. When developing these policies in compliance with the new rules, a furnisher should consider:

- The types of business activity in which it engages.
- The nature and frequency of the information it provides to CRA's; and
- The technology it uses to furnish information.

Third-party debt collectors report standard pieces of information to CRA's regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, payments from the consumer and whether the debt has been disputed. The data furnisher's policies and procedures need to address these pieces of information in order to make sure the information reported is accurate and has integrity.

The rule defines “accuracy” to mean information a furnisher provides to a CRA that correctly: (1) reflects the terms and liability for the account or other relationship; (2) reflects the consumer’s performance and other conduct with respect to the account or other relationship; and (3) identifies the appropriate consumer.

To ensure accuracy, data furnishers should develop policies and procedures reasonably designed to:

- Identify the appropriate consumer.
- Reflect the terms of and liability for accounts reported.
- Reflect the consumer’s performance and other conduct on the account.

“Integrity” is the second component that must be established under the rule. Integrity is defined to mean information a furnisher provides to a CRA about an account or other relationship with the consumer that:

- Is substantiated by the furnisher’s records when furnished.
- Is furnished in a way that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report; and
- Includes information in the furnisher’s possession that a relevant federal agency (the Federal Trade Commission for Debt Collectors and Asset Buyers) determines the absence of which would materially misleading in evaluating a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

To ensure integrity of information, data furnishers should:

- Substantiate the information provided by the furnisher’s records.
- Furnish information in a form and manner that is designed to minimize the likelihood the information may be incorrectly displayed in a consumer report; and
- Include the credit limit of the account (where appropriate).

Under the rule guidelines, data furnishers should also identify practices or activities that can compromise the accuracy or integrity of information furnished to CRA’s. Feedback from staff can be an effective way of doing this. Data Furnishers should evaluate the effectiveness of existing policies and consider whether new policies and practices might better protect the accuracy or integrity of information.

The guidelines list 13 specific components that furnishers should address in developing their policies and procedures, including:

1. Establishing and implementing an appropriate system regarding the nature, size, complexity and scope of the furnishers’ business operations.
2. Using standard data reporting formats and standard procedures.
3. Maintaining records for a reasonable period of time.
4. Establishing and implementing appropriate internal controls regarding the accuracy and integrity of information.
5. Training staff appropriately.
6. Providing for appropriate and effective oversight of relevant service providers.
7. Furnishing information to CRA’s following mergers, portfolio acquisitions or sales, or transfers of accounts in a manner that prevents re-aging of information and duplicate reporting.
8. Deleting, updating and correcting records as appropriate to avoid furnishing inaccurate information.
9. Conducting reasonable investigations of disputes.
10. Advancing technology to mitigate inaccuracies in reporting.
11. Providing proper identification of the consumer.
12. Conducting periodic evaluations of its own practices.
13. Complying with applicable requirements under the Fair Credit Reporting Act (FCRA) and its implementing regulations.

These components should be evaluated and addressed as they apply to a company's specific business practices. Not all 13 components need to be included in any one policy. However, data furnishers should evaluate all the components and determine, based on their own business practices, which components need to be implemented.

Furthermore, each furnisher should periodically review the policies and procedures required by the rules and update them as necessary to ensure their continued effectiveness. The FTC and the other federal agencies drafted the regulations regarding written policies as to allow for some flexibility depending on a furnisher's particular business model.

These guidelines should be closely reviewed when devising written policies as they provide examples and additional insight of the regulations. Sections II and III of Appendix A – "Establishing and Implementing Policies and Procedures" and "Specific Components of Policies and Procedures" – should be particularly helpful when drafting written policies and procedures as these sections provide more detail about the specific components a typical company's policies should include.

Direct Dispute Rule

This rule implements a provision in the FACT Act that provides consumers with a broad right to directly dispute inaccurate information in their consumer report with the entity that furnished the information. This rule also applies to ICC's clients who receive a direct dispute of their account ICC reported to the CRA's.

The direct dispute rule requires data furnishers to conduct a reasonable investigation of a dispute submitted directly to the furnisher by a consumer concerning the accuracy of any information contained in the consumer's credit report if the dispute relates to:

- The consumer's liability for a credit account.
- The terms of a credit account.
- The consumer's performance or conduct related to an account; or
- Any other information related to the consumer's credit standing, character or reputation.

The direct dispute rule requires consumers to provide certain information with their disputes in order to trigger the data furnisher's duty to investigate the dispute. The consumer's dispute must provide:

1. Sufficient information to identify the account or other relationship that is in dispute, such as an account number, the name, address and telephone number of the consumer; if applicable;
2. Specific information the consumer is disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example, a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity affidavit; a court order; or account statements.

Although the direct dispute rule does not explicitly require a direct dispute to be in writing, the rule includes a section explicitly detailing what to address a dispute must be sent. It is the opinion of the American Collector's Association the inclusion of an address requirement has the effect of requiring direct disputes to be submitted to the furnisher in writing.

A furnisher is not required to investigate a direct dispute unless the dispute is sent to the address provided by the furnisher. The address provided can be listed on the consumer report, or the address can be an alternate address if it is clearly and conspicuously specified by the furnisher for submitting direct disputes and was provided to the consumer in writing or electronically. Thus, a data furnisher can avoid the duty to investigate disputes sent to an incorrect address so long as it has communicated the correct address to which consumers should submit disputes.

Although a data furnisher is generally required to investigate a direct dispute from a consumer, the rule provides some exceptions when a reasonable investigation is not required. A furnisher is not required to investigate a direct dispute if an exception enumerated by the rule applies or if the furnisher determines the dispute is frivolous or irrelevant.

Exceptions

A data furnisher is not required to conduct an investigation if the dispute is related to:

- The consumer's identifying information, such as the consumer's name, date of birth, Social Security number, telephone number(s) or address(es).
- The identity of past or present employers.
- Inquiries or requests for a consumer report.
- Information derived from public records, such as judgments, bankruptcies, liens and other legal matters.
- Information related to fraud alerts or active duty alerts.
- Information provided to a consumer reporting agency by another furnisher.

Furthermore, one exception particularly relevant for the collection industry is that a furnisher is not obligated to investigate a direct dispute if the furnisher has a reasonable belief that the direct dispute was submitted or prepared on behalf of, or submitted on a form supplied to the consumer by a credit repair organization or any entity that would be defined as a credit repair organization, if not for its nonprofit status.

Thus, the ability to dispute items directly with a furnisher does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting a furnisher directly on behalf of a consumer.

Additionally, this exclusion applies to forms prepared by such organizations; thus, a consumer cannot trigger a reinvestigation by submitting a dispute form to a data furnisher on a form supplied to the consumer by a credit repair organization.

Frivolous or Irrelevant Dispute

A data furnisher is not required to investigate a dispute if it is deemed frivolous or irrelevant. A dispute may be deemed frivolous or irrelevant if:

1. The consumer did not provide sufficient information to investigate the disputed information as outlined above; or
2. The dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, regardless of whether the dispute had been previously submitted directly or through a Credit Reporting Agency (CRA), so long as the consumer has not provided additional supporting information regarding the dispute.

If a data furnisher determines a dispute is frivolous or irrelevant, the furnisher must notify the consumer of its determination within 5 business days of making the determination by mail or other means if authorized by the consumer. The notice must contain the furnisher's reasons for making the determination and identify what information is necessary to investigate the disputed information.

Duties upon Receiving a Valid Dispute

Upon receipt of a valid dispute data furnishers are required to conduct a "reasonable" investigation. The FTC and other federal agencies determined this is consistent with how courts have interpreted a furnisher's duty to conduct an investigation under the applicable sections of the FCRA.

After receiving a valid dispute notice from a consumer, a furnisher must:

1. Conduct a reasonable investigation with respect to the disputed information.
2. Review all relevant information provided by the consumer with the dispute notice.
3. Complete its investigation of the dispute and report the results within 30 days. If the consumer provides additional relevant information after the start of an investigation, the furnisher will have 45 days to complete the investigation.
4. If the investigation finds that the information reported was inaccurate promptly notify each Credit Reporting Agency (CRA) to which furnisher provided inaccurate information of that determination and provide to the CRA any correction to that information that is necessary to make the information provided to the furnisher accurate.

Disputes under the FDCPA and FCRA

As previously noted, the rules expressly state the obligation to reasonably investigate a direct dispute applies to a furnisher who is also a debt collector. Under both the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), when a consumer disputes information that is a part of a consumer credit report, a debt collector who is also a furnisher must notify the CRA of the consumer's dispute.

This is true whether the consumer disputes the account verbally or in writing. Furthermore, direct written disputes under the FDCPA and FCRA require additional duties of debt collectors. In the event a dispute is received from a consumer, be it written or verbal, the debt should be marked as disputed on the consumer's credit report. This will be true in all instances when a consumer disputes a debt, so long as the debt is not being reported to a CRA.

FTC Advisory Opinion

The FTC released an advisory opinion concurrently with the adoptions of the rules resolving a potential conflict between the FDCPA and the FCRA that arises when a consumer requests a debt collector cease communication, but also submits a dispute about information the debt collector has furnished to a CRA.

The FTC stated in its opinion that if a consumer directly disputes information in his or her consumer report with a debt collector after sending a written cease communication request to the collector, the debt collector does not violate Section 805(c) of the FDCPA if the collector's communication to the consumer is solely to inform the consumer his or her dispute is frivolous or irrelevant in compliance with rule of the FCRA.

As a result, even if a consumer has asked a debt collector to stop communicating about a debt, the debt collector must still respond to the consumer's direct dispute, as required by the new rules under the FCRA.

Limitations on Liability

In general, furnishers are exempt from a private suit stemming from a violation of the duty to conduct an investigation based upon receipt of a dispute directly from a consumer. Still, the FTC and state attorneys general are obligated to enforce this section of the FCRA and may levy fines as well as injunctive relief.

More Information

Additional information regarding these rules, publications for businesses and the full text of the FCRA and FACT Act is available thru the Federal Trade Commission's Website at www.ftc.gov/credit

Exhibit B: Telephone Consumer Protection Act Requirements

Background

The **Telephone Consumer Protection Act of 1991** (TCPA) was passed by the United States Congress in 1991 and signed into law by President George H. W. Bush as Public Law 102-243, amending the Communications Act of 1934. The current version of the statute is found principally at 47 U.S.C. 227.

The TCPA is the primary law in the United States governing the conduct of telephone solicitations, i.e., telemarketing. As currently written, it also applies to other businesses that use an automatic telephone dialing system (ATDS), including collection agencies. The TCPA:

- Prohibits initiating any telephone call using an **automatic telephone dialing system** or artificial or pre-recorded voice if the recipient has cellular phone service. 47 U.S.C § 227(b)(1)(A)(iii).
 - Unless the call is made for emergency purposes; or
 - **Made with the prior express consent of the called party**
- The Federal Communications Commission (FCC) declaratory ruling states that a call may be made to a cell phone if the number was provided by the consumer to the creditor and the number was provided during the transaction that resulted in the debt owed. Courts have ruled that you also must have the prior express consent of the consumer either in writing or verbally to call the number.
- A call may be made to a debtor's cell phone number where there is prior express consent with the creditor. That consent transfers to the creditor's vendors including third party collection agencies.

Why is this Important?

Verbal communication with a consumer is an important step in the debt collection process. For the first time in history, wireless numbers now out-number land lines as the younger generation and others are opting to have only a cell phone. In addition, now that land line numbers can be ported, it is virtually impossible to identify a land line vs. a cell line. As of December 2009 24.5% of U.S. households no longer have a land line. This percentage is a 600% increase since early 2004 and is growing at a rate of 5% of households per year.

In the event of a violation of the TCPA, individuals are entitled to collect damages directly from a solicitor of \$500 to \$1,500 for each violation, or recover actual monetary loss, whichever is higher. The fees are assessed per attempt even if the consumer is never reached. Fees can accumulate quickly when a dialer is in use.

What should we do?

The generally accepted practice has been if a consumer provided you with their cell phone number permission to call that number was implied. Unfortunately that is not enough based on recent court cases. Prior express consent by the consumer is required and can be made verbally or in writing. Because of the explicit nature of this law, we do not think it is sufficient to say it is your practice to ask for permission to call. **The burden of proof that you have the consent is on you and should be maintained in your records.**

If made verbally, you should document the consent in your account notes. Interstate Credit Collections (ICC) suggests that you consider adding verbiage to your application, contract or service agreement which clarifies the debtor's prior express consent. If your forms cannot be easily updated, we suggest a separate form for this purpose. You might consider one of these examples or consult with your own legal counsel.

- "All telephone numbers provided by you may be subject to receiving telephone calls from an automated dialer using a pre-recorded, artificial voice message or live operator call. You give your prior express consent to receive such phone calls, including any calls made to your provided cellular telephone number."
- "You agree, independent of all other requirements, conditions, or obligations, that you provide us with your prior express consent to receive telephone calls to your provided telephone number (cellular or otherwise) from us or our representative by means of an automatic dialer and/or pre-recorded artificial voice messages"
- "When you provide us with a wireless telephone number or land line number you are giving us your prior express consent to call that number."

Certification

Because of the potential liability and severity of an infraction of the TCPA, **ICC asks that its clients certify they have obtained the prior express consent to call any cell phone numbers provided to ICC by Client and Client agrees to make that consent, whether in writing or other media, available to ICC upon request.** Without this blanket consent in place, ICC will not dial known cell phone numbers for your accounts using its dialer.

Dated this 1 day of January, 2014.

City of Lumberton

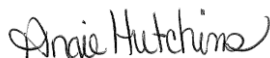
500 North Cedar Street

Lumberton, NC 28358

Signature

Print name and title

DataMax Corporation
d/b/a Interstate Credit Collections
711 Coliseum Plaza Court
Winston-Salem, NC 27106



ICC Signature

Angie Hutchins, Collections Manager

Print ICC name and title

FACSIMILE SIGNATURES WILL BE ACCEPTED AS ORIGINALS BY ICC

Member of American Collectors Association
N.C. Department of Insurance Permit Number 100785

Please email or fax completed paperwork to:
celeste.caddell@datamax.com
Fax: 800-522-2396/336-777-3547

Sales Client Services
DataMax Corporation
711 Coliseum Plaza Court
Winston-Salem, NC 27106

DataMax Corporation
d/b/a Interstate Credit Collections
Federal ID# 56-0450890

Attachment: DATAMax City of Lumberton Agreement (2) (1203 : Collection Service Agreement)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Police

Submission Date: September 20, 2013

Subject: Speed Limit - Roslyn Drive

Summary/Background of Subject Matter -

Current speed limit for Roslyn Drive is set at 35 mph. It is recommended that speed limit be changed to 25 mph.

Recommendation for CPC Consideration:

Adopt an Ordinance designating the speed limit for Roslyn Drive to 25 mph.

Signature: *Michael McNeill*

Department: Police

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Police

Submission Date: October 2, 2013

Subject: JAG Grant

Summary/Background of Subject Matter -

The Lumberton Police Department has received notification of approval from the Office of Justice Programs for the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) for which our department was allocated \$36,106.00.

This is a three-year grant and if awarded, monies will be used to fund training (\$4,480.00), equipment (\$20,604.00) and overtime (\$11,022.00). Training and travel for all police personnel will be funded to enhance, develop, and increase skills of staff to include, records management, patrol officers, special operations, SWAT, administration, and other essential command staff. Overtime operations will include patrol officers, drug enforcement team, interdiction team, detectives, gang officers, hot spot officers and housing officers who will conduct special operations within the city. Monies for equipment will be used to purchase tablets for the detective division which would allow detectives to make audio recordings of witness statements, share photos of suspects, and access crime maps to detect patterns or email case files, as well as complete reports out in the field rather than coming back to the office.

Recommendation for CPC Consideration:

It is requested that the Lumberton Police Department be granted permission to accept the 2013 Edward Byrne Memorial Justice Assistance Grant.

Signature: *Michael McNeill*

Department: Police

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 29, 2013

The Honorable Raymond B. Pennington
City of Lumberton
501 East Fifth Street
Post Office Box 1388
Lumberton, NC 28359-1388

Dear Mayor Pennington:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$36,106 for City of Lumberton.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro T. White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures

Attachment: 2013 JAG notification (1208 : JAG Grant)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Police

Submission Date: September 30, 2013

Subject: Acceptance of COPS Grant

Summary/Background of Subject Matter -

The Lumberton Police Department has been awarded COPS Hiring Recovery Program (CHRP) Grant in the amount of \$227,724. The city must provide a cash match of \$75,908 for a combined total of \$303,632. Funding will be available for hiring two (2) school resource officers for identified elementary schools in our district. This grant will provide 75 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired officers.

Recommendation for CPC Consideration:

It is requested that the Lumberton Police Department be granted permission to accept COPS Hiring Grant in the amount of \$303,632 and provide match of \$75,908.

Signature: *Michael McNeill*

Department: Police

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Works

Submission Date: September 25, 2013

Subject: WWTP Sludge Removal

Summary/Background of Subject Matter -

The City of Lumberton Purchasing Division solicited proposals for the removal and disposal of the sludge generated at the Wastewater Treatment Plant. The contract for this service will be for five years. Two proposals were received:

- Porter Scientific, Inc., Pembroke, NC \$0.11 per gallon
- **Synagro Central, LLC, Baltimore MD \$0.037 per gallon**

Synagro submitted the lowest price for the service. The current contract is with this company, which has a local office in Wilmington. Funding for this service is provided in the WWTP operating budget.

Recommendation for CPC Consideration:

Public Works recommends awarding the five year WWTP sludge removal and disposal contract to Synagro Central, LLC

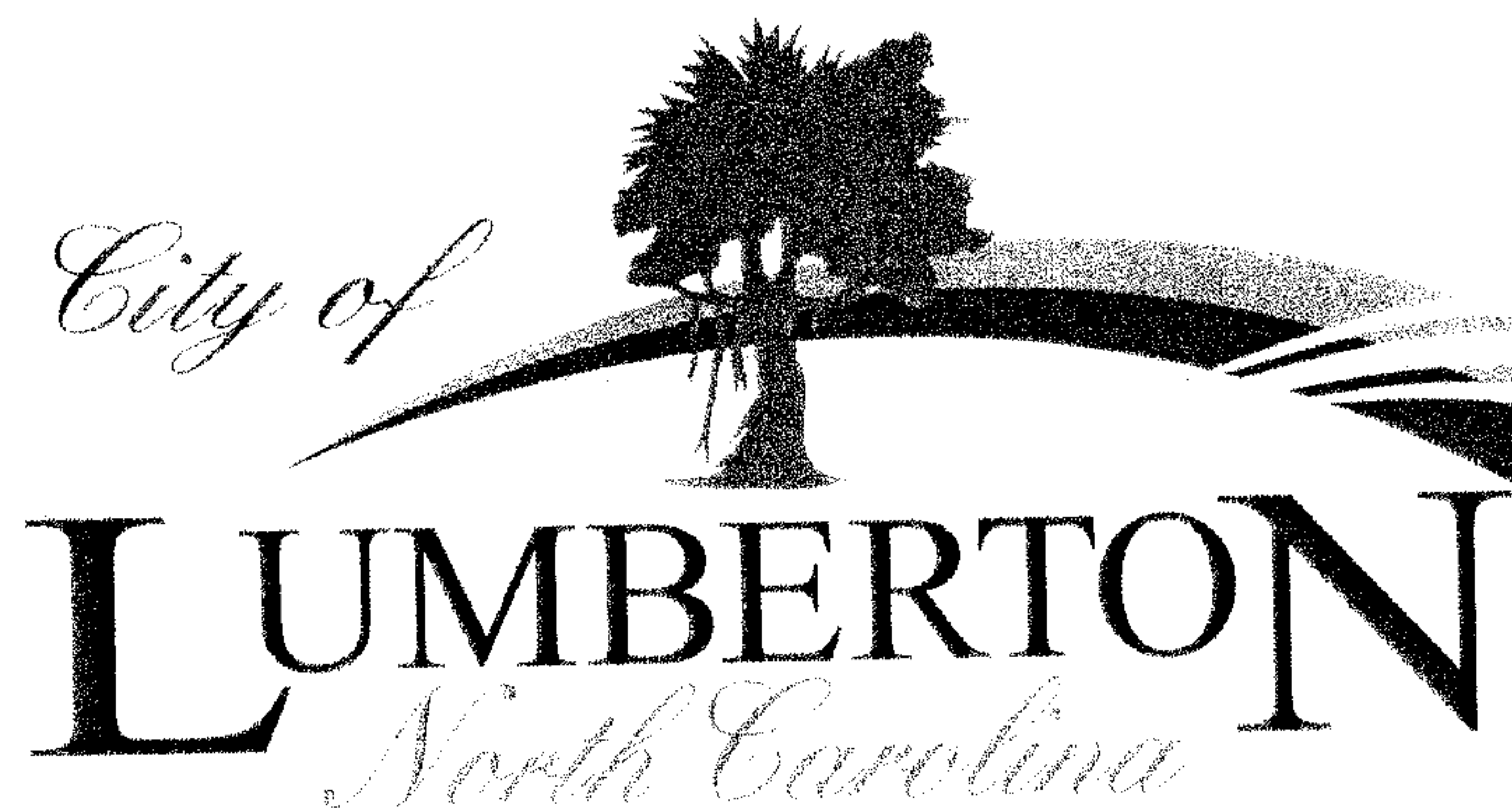
Signature: *Rob Armstrong*

Department: Public Works

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management



REQUEST FOR PROPOSAL

SLUDGE REMOVAL AND DISPOSAL

September 17, 2013

Bid Due Date: Monday, September 17, 2013
and time: 11:00 am

Bid Number: 14-01

Mailing Address: P O Box 1388
Lumberton, NC 28359

Delivery Address: 500 North Cedar Street
Lumberton, NC 28358

Purchasing Contact: Emily Locklear, Purchasing Agent
E-mail: elocklear@ci.lumberton.nc.us
Phone: 910-671-3824
Fax: 910-671-3931

Waste Water Treatment Plant contact: Jon Locklear
Email: jlocklear@ci.lumberton.nc.us
Phone: 910-671-3859



City of Lumberton

Purchasing Division

PO Box 1388, 500 N Cedar St. Lumberton, NC 28359

Phone (910) 671-3824, Fax (910) 671-3931

The City of Lumberton invites Sealed Proposals for the removal and proper disposal of sewage sludge generated in and by the City's municipal Wastewater Treatment Facility. In accordance with the detailed request for proposal, the City desires to contract for the removal and proper disposal of sludge generated at the aforementioned facility for a five year period. The proposal will be awarded by the City of Lumberton to the lowest responsive bidder.

Sealed Proposal will be received by the Purchasing Division, Located at City Hall, Lumberton, North Carolina, **until 11:00a.m. on Monday, September 17, 2013**, at which time and place the bids will be publicly opened and read aloud in the Finance Conference Room 252. Proposals must be in a sealed envelope, plainly marked with the name and address of the bidder, and the date and time of the bid opening. Late bids will not be considered.

The City of Lumberton reserves the right to reject any and all proposals in whole or in part and to waive minor informalities when at its sole discretion, said action is deemed to be in the best interest of the City.

Please direct any purchasing or procedural question to Emily Locklear at (910) 671-3824 or email elocklear@ci.lumberton.nc.us. If you have any questions regarding the specifications please contact Jon Locklear at (910) 671-3859 or email jlocklear@ci.lumberton.nc.us.

Thank you for your interest!

Emily Locklear

PROPOSAL FORM

REMOVAL AND PROPER DISPOSAL OF SLUDGE

The undersigned hereby accepts the terms, conditions and requirements stated in the City's sludge removal Request for Proposal. The undersigned proposes to perform all work and services, furnish all labor and equipment, and complete the work in its entirety in accordance with the Bid specifications at the unit price(s) listed below. The unit price(s) shall cover all expenses incurred in performing the work required under the Bid specifications.

For the removal and proper disposal of municipal wastewater treatment facility sludge at approximately 3% to 4.0% solids content, the bid price submitted is as follows:

Unit Cost/Gallon = \$.11

Unit Cost Amount in words = Eleven cents per gallon

Submitted by: Porter Scientific, Inc.
(company name)

719 Old Main Rd.
(address)

Pembroke, NC 28372

President & CEO
(title)

September 20, 2013
(date)

Ineda Porter
(signature)

MEMORANDUM OF UNDERSTANDING

Through the course of a year, the City of Lumberton contracts for various construction projects. The City finds it necessary to impose certain minimum insurance and hold harmless requirements upon contractors performing the work. The insurance requirements are beneficial to both the City and the contractors.

In order to be considered an “eligible contractor” to complete projects for the City, contractor agrees with the City to the following requirements:

General Provision

The contractor agrees to comply with the specifications of the project as supplied by the City of Lumberton and to provide for the proper protection of the public by necessary barricades, lights, traffic cones, flagmen, etc.

Insurance Provisions:

1. Workers Compensation: Insurance coverage must be provided for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 per each accident, \$100,000 bodily injury by disease per employee and \$500,000 bodily injury by disease policy limits.
2. Comprehensive General Liability: This coverage must have minimum limits of \$1,000,000 per occurrence, combined single limit, for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and XCU (Explosion, Collapse and Underground Damage) coverage and a contractual liability endorsement.
3. Business Auto Policy: This coverage must have minimum limits of \$1,000,000 per occurrence, combined single limit, for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-owner vehicle coverage.

Special Requirements:

1. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Certificates of insurance meeting the required insurance provisions shall be forwarded to the City of Lumberton. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. Wording on a certificate which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

2. It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.
3. The contractor shall provide to the City proof of the legal and proper disposal of any hazardous and/or toxic materials. The form of such proof shall be in the sole discretion of the City.

Hold Harmless:

The contractor agrees to protect, defend, indemnify and hold the City of Lumberton and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractor or any of the contractor's agents, employees or subcontractors (hereinafter, "claims"). The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims at his sole expense and agrees to bear all other costs and expenses related thereto, even as to a claim that is groundless, false or fraudulent.

This memorandum of understanding expires upon written notification from either party, but only as to projects for which a bid has not yet been approved.

Signed: _____

Freda Porter

City of Lumberton

Porter Scientific, Inc.
Contractor

Date

September 23, 2013
Date

Bid No. 14-01

September 24, 2013

Bid No. 14-01
Sludge Removal and Disposal

City of Lumberton, NC

September 24, 2013

SYNAGRO

Synagro Central, LLC

September 23, 2013

City of Lumberton
Purchasing Division
500 North Cedar Street
Lumberton, NC 28358

Attn: Emily Locklear
Purchasing Agent

RE: Bid Number: 14-01

Dear Ms. Locklear:

Synagro Central, LLC (Synagro) is pleased to submit this technical proposal for Sludge Removal and Disposal from the City of Lumberton's Water and Wastewater Treatment Facilities. Synagro has successfully managed the residuals program for the City of Lumberton for several years and we are well-acquainted with the requirements for the City's residuals management program. Our partnership has been built on a mutual commitment to responsible environmental stewardship and cost-effective operational performance.

Please note that the specifications issued under the City's "Addendum 1" do not accurately describe the current program in certain key areas. At the recommendation of Mr. Jim Walters, I have taken the liberty of noting our exceptions to the specifications where necessary. These exceptions are clearly delineated by red, italicized text. I have also attached two exhibits that are necessary to our pricing structure. I am available to discuss this in greater detail with the City's staff.

Synagro is very proud of the results delivered throughout our lengthy partnership with the City of Lumberton. A number of metrics offer the best and immediate evidence of Synagro's success in administering Lumberton's residuals management services.

- NO Notices of Violation related to the City of Lumberton's biosolids
- NO Spills
- NO Negative Publicity
- NO Missed Expectations
- NO Unexpected Expenses
- NO Unexpected/Unreasonable Equipment Downtime
- NO Injuries
- NO Vehicle Safety Issues (Hauling Accidents)
- NO Field Spreading Safety Issues
- NO Farmer Relationship Issues
- NO Negative Issues with NCDENR Regulatory Staff

With over 30 years of experience, Synagro has earned its reputation as North America's leading provider of beneficial use management services for municipal biosolids and industrial residuals. Synagro currently employs over 850 professionals that help manage over 11,000,000 wet tons of biosolids and other organic by-products annually for more than 600 municipal and industrial water and wastewater generators, with operations in 37 states. In addition to our vast Class B biosolids management programs throughout the United States

and Virginia, Synagro has designed, built, owned and/or now operates more dewatering and Class A biosolids processing facilities than any other firm in the country.

In 2012 Synagro completed, and currently operates, **North America's largest heat-drying facility** on behalf of the City of Philadelphia. Our other facilities include:

- 9 Heat-Drying Facilities (several of which include dewatering),
- 3 Regional Incinerators
- 3 Composting Facilities,
- 35 Permanent and 48 Mobile Dewatering Units

Synagro offers our clients the most comprehensive list of services available in our industry, including:

- Direct agricultural land application
- Thickening and Dewatering (installation and operation)
- Transportation
- Lagoon and Digester Cleaning
- Mobile/Interim Dewatering
- Composting
- Alkaline Pasteurization/Stabilization
- Thermal drying and pelletizing
- Anaerobic Digestion
- Incineration
- Product Marketing

Locally, Synagro has an **unequaled presence in North Carolina** through our 60 existing biosolids management contracts including **Charlotte, Durham, Fayetteville, Lumberton, Siler City, Salisbury, Burlington, Asheboro, Statesville** and the **Cape Fear Public Utility Authority**, among others. Synagro's Carolina operations are supported by a number of local project offices (Charlotte, Durham, Burlington, Wilmington and Southport) as well as a regional administrative support office located in Mocksville, NC, co-located with a fully-staffed equipment maintenance shop..

	Carolinas Regional Office	Corporate Office
Address	Synagro Central, LLC 284 Boger Road Mocksville, NC 27028	Synagro 435 Williams Court, Suite 100 Baltimore, MD 21220
Phone	336-998-7150	800-825-5698 443-489-9000
Fax	336-998-8450	443-489-9041
Contact(s)	Todd Larson <i>Operations Director</i> 704-309-7426 Marshall Puryear <i>Technical Services Director</i> 434-738-8002	Jim Henderson <i>Business Development Mgr.</i> 757-323-6688

Table 1 - Synagro Contact Information

Other Synagro resources including our Dewatering Laboratory and Technical Services Center in Baltimore are always available to our Field Staff in their efforts to deliver the most comprehensive residuals management services available.

Nationally, our clients include:

Philadelphia, PA
New York City, NY
Sacramento, CA
Honolulu, HI
Phoenix, AZ

Knoxville, TN
Chattanooga, TN
Alexandria, VA
Baltimore, MD
Greenville, SC

Los Angeles, CA
San Francisco, CA
Chicago, IL
Houston, TX
Austin, TX

The success of any residuals management program relies on compliance with local, state and federal regulations. Accurate and timely documentation of regulatory compliance is an indispensable necessity – equal to, or perhaps more important than, program cost. Synagro manages and ensures regulatory compliance through our proprietary Residuals Management System (RMS). Synagro developed our RMS specifically for the purpose of ensuring regulators, our clients, and ourselves that all of our organic waste management programs meet the highest standards of permit compliance.

Synagro's past performance and technical proposal for Residuals Management Services on behalf of the City of Lumberton satisfactorily addresses several key issues:

- **Economics** – Synagro's proven performance represents an efficient and cost effective solution to biosolids management.
- **Public Acceptance** – The City of Lumberton generates a nutrient-rich biosolids resource which Synagro effectively utilizes for the benefit of the local agricultural community. Synagro welcomes the responsibility aligned with our central role in managing public perception which ultimately bears directly on City of Lumberton's reputation as a responsible steward of the environment.
- **Proven Risk Minimization** – Synagro's flawless performance record demonstrates our team's commitment to professional residuals management services. Safe and cost-effective operational practices, coupled with unparalleled regulatory compliance support resources are essential to our mutual success and will remain the foundation of our partnership with the City of Lumberton. As further evidence of our position and responsibility of the industry leader, Synagro provides additional protection to its clients by securing in excess of \$10,000,000 of pollution liability insurance coverage.
- **Contingency Residuals Management** – In the unlikely event that the City of Lumberton experiences unanticipated problems with biosolids quality, Synagro is prepared to maintain continuity of the residuals management services on your behalf via landfilling.

Synagro's proposal for land application services represents an efficient, environmentally acceptable, and cost effective solution for residuals management services. Our partnership will allow City of Lumberton to continue to leverage the land application experience, knowledge, and goodwill aligned with Synagro's national and local reputation. Again, Synagro appreciates the opportunity to offer a bid for this project and we look forward to an opportunity to continue our successful partnership with the City of Lumberton.

Sincerely,



Jim Henderson

Business Development Manager
Synagro

Office: 757.323.6688

Email: jhenderson@synagro.com

PROPOSAL FORM

REMOVAL AND PROPER DISPOSAL OF SLUDGE

The undersigned hereby accepts the terms, conditions and requirements stated in the City's sludge removal Request for Proposal. The undersigned proposes to perform all work and services, furnish all labor and equipment, and complete the work in its entirety in accordance with the Bid specifications at the unit price(s) listed below. The unit price(s) shall cover all expenses incurred in performing the work required under the Bid specifications.

For the removal and proper disposal of municipal wastewater treatment facility sludge at approximately 3% to 4.0% solids content , the bid price submitted is as follows:

Wastewater Treatment Plant:

Unit Cost/Gallon = \$ 0.037/7,000,000

Unit Cost Amount in words = Zero dollars and three seven tenths

Water Plant:

Unit Cost/Gallon = \$ 0.0569/1,000,000

Unit Cost Amount in words = Zero dollars and five six tenths nine hundredths

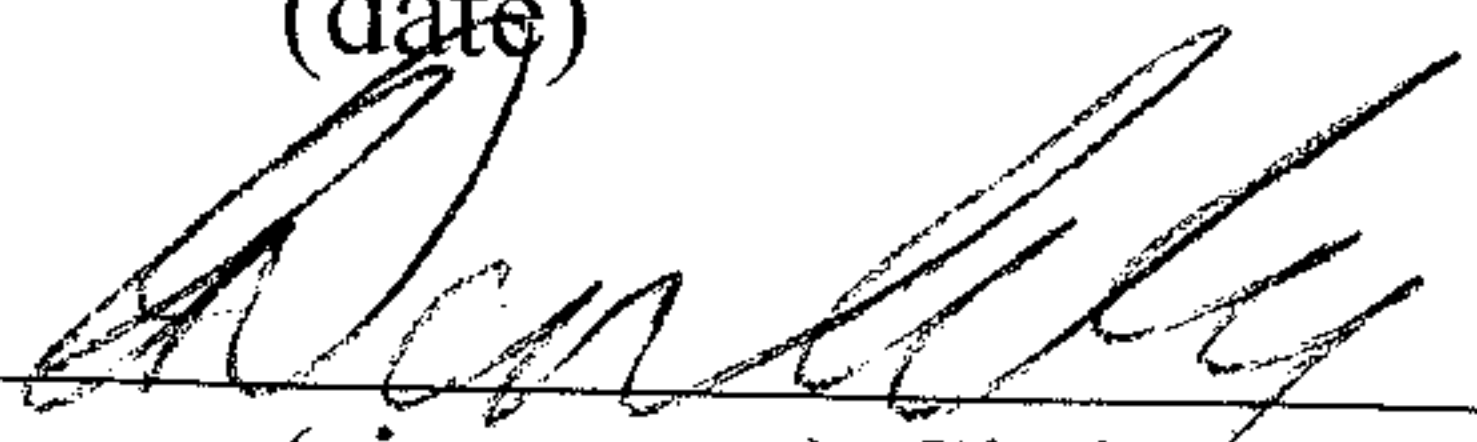
Submitted by: Synagro Central, LLC
(company name)

435 Williams Court, Suite 100
(address)

Baltimore, MD 21220

Vice President
(title)

September 23, 2013
(date)


(signature) Chris Dunkerley

**CITY OF LUMBERTON
PURCHASING DIVISION
SLUDGE REMOVAL & DISPOSAL**

RRP 14-01

Bid date and time to be received: Tuesday September 24, 2013@ 11:00 am

Contractor	Porter Scientific Pembroke, NC	Synagro Central, LLC Baltimore, MD	Merrell Brothers Kokomo, IN
Price per ton	\$.11	0.037 WWTP 0.0569 WTP	No bid

This is to certify that the bids tabulated herein were opened and read at 11:00 am on the 24th of September, 2013 in the Finance Conference #252, 500 North Cedar Street, Lumberton, NC 28358.

Emily Locklear, Purchasing Agent
Jon Locklear, Chief Operator
City of Lumberton

Attachment: Bid Tab 14-01 (1186 : WWTP Sludge Removal)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Works

Submission Date: September 12, 2013

Subject: East Robeson Lift Station Pump

Summary/Background of Subject Matter -

Public Works is in need of a spare pump for the East Robeson Lift Station. The original spare was used to replace a failed pump at the Wastewater Treatment Plant. The required pump is a Flyght Model CP-3127.181 4", 10 HP, 460 Volts. This is a vendor item available thru Xylem Water Solutions, Charlotte, NC for \$7,907.00

Recommendation for CPC Consideration:

Public Works is requesting authorization to purchase a Flyght Model CP-3127.181 4", 10 HP pump from Xylem Water Solutions of Charlotte, NC for \$7,907.00 using funds available in the Wastewater Treatment Plant operation budget code 60-00-7130-3520

Signature: *Rob Armstrong*

Department: Public Works

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

City of Lumberton

September 11, 2013

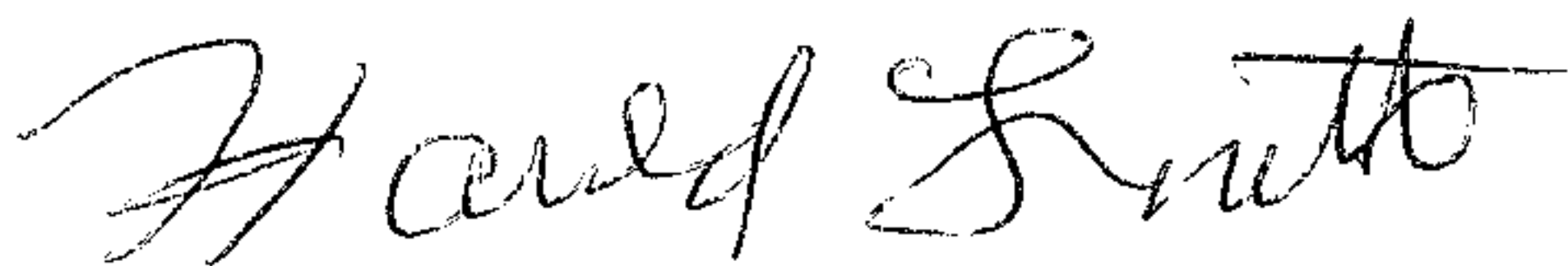
Environmental Utilities Maintenance Department

Harold Lovette

The information here is for the East Robeson Lift Station (#42), 4840 7th Street Road, Lumberton, North Carolina. The pump I'm asking for will be a spare to be used at this station. It is a Flyght Pump 10 hp, 460 volts, 3 phase, 13 amps, 60 Hz, 1750 rpm, 200 gpm @ 85 tdh. Model: CP-3127.181 4".

When this station was installed there was a spare pump purchased, the pump was used to replace the Digester Supernatant Pump located at the Waste Water Treatment Plant it was installed in the Digester Pump Station December 5, 2012 it was used to replace a 10 hp, EMU Pump that was in this station. I spent quiet a bit of money trying to get this pump the way operations wanted it to pump so I decided to put the East Robeson Lift Station Spare Pump we have had it in place December 5, 2012. The pump is working alright for them now. Attached is the cost of a replacement pump to be used for the East Robeson Lift Station.

September 11, 2013



Harold Lovette

COMPLETED WORK ORDERS

Page 1 of 1

9/11/2013

City of Lumberton W.W.T.P

Sorted By: Work Order ID

WO#: 3423	Code: 7130	Date Created: 12/5/2012	Date Completed: 12/5/2012
Asset ID: 2066	Model: FA108.1-250S	Serial#: 484 176	
Description: DIGESTER SUPERNATANT PUMP	Schedule:	Miles: 0.0	
Type: PUMPS	Group: 1	Budget ID: OPERATION	
Master Asset:	Order #:	PO #:	
	Parts Cost:	Hours::	

Description Of Work

After we raised the pump up off the floor 10 inches the pump started air locking, so we raised the cut off float up so it would not air lock. Now they can't see the line in the bottom of the wetwell. We have done all we can do with this pump, so I decided to put the East Robeson pump in its place this pump has been used in this station before. This is a Flyght Pump 10 hp 200 gpm at 85 TDH FLA 13 amps the pump was pulling 14.3 amps when we installed it.

PartNo	Description	Units	Unit Cost	Quantity	Total Cost
--------	-------------	-------	-----------	----------	------------

Employee	Hours	Labor Rate	Labor Cost		
ALTON WILLOUGHBY	2.500	\$20.00	\$50.00	Parts Total:	\$0.00
HAROLD LOVETTE	2.500	\$20.00	\$50.00	Labor Total:	\$200.00
JIM BULLOCK	2.500	\$20.00	\$50.00		
TOMMY HAMMONDS	2.500	\$20.00	\$50.00	Total:	\$200.00



Xylem Water Solutions USA, Inc.
Flygt Products

14125 South Bridge Circle
Charlotte, NC 28273
Tel 704/504-8804
Fax 704/504-8773

September 10, 2013

Quote # 2013-CHA-0738

CITY OF LUMBERTON
ATTN: ACCOUNTS PAYABLES
PO BOX 1388
LUMBERTON NC 28359

Re: City of Lumberton – East Robeson Lift Station Spare Pump

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

CP 3127

Qty	Part Number	Description	Unit Price	Extended Price
1	3127.181-4599	Flygt Model CP-3127.181 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 481 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 7,677.00	\$ 7,677.00

Total Project Price **\$ 7,677.00**

Freight Charge **\$ 230.00**

Total Project Price **\$ 7,907.00**

Incoterm: 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Terms of Payment: Net 60 Days, subject to credit review and approval.

Taxes: State, local and other applicable taxes are not included in this quotation.

Validity: This Quote is valid for thirty (30) days.



I hope that this information is helpful to you. Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Melissa Nichols

Technical Inside Sales

Phone: (704) 409 – 9743

melissa.nichols@xyleminc.com



**GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"**

ACKNOWLEDGMENT OF GENERAL CONDITIONS OF SALE

Notwithstanding any inconsistent, additional or different terms contained in your purchase order or other documents supplied by you, this acceptance is expressly conditioned upon your agreement to the following terms and conditions.

1. Prices apply to the specific quantities stated on this order, and do not include any taxes, transportation charges, prints, special packaging or stamping not specified on the order. Prices are subject to change without notice.
2. Taxes: Unless prohibited by statute, Purchaser agrees to pay to Seller the amount of any Federal, State, City or other tax which Seller may be required to pay on account of the manufacturer, transportation, sale or use of the material which is the subject of this contract. In lieu of paying such taxes to Seller, Buyer may furnish Seller with a Tax Exemption Certificate or Certificates acceptable to appropriate taxing authorities, at any time prior to Seller's shipment of the products.
3. Quantity Discounts: Quantity discounts are computed separately for each item or on combination of items as Seller may designate and such discounts are based on the quantities ordered and or released at any one time. If an order is canceled, discounts will be adjusted to the discount allowable for the unconcealed quantity, if any.
4. Terms: The Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Interest may be charged at the highest rate of interest allowable in the State of manufacturer's office to which this order has been submitted on all accounts not paid when due. Buyer shall not assign or transfer this contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.
5. Delivery: All shipment dates are after receipt and acceptance of order by Seller (including approved submittals if applicable). If any conditions occur unforeseen at time of acceptance by Seller which prevents compliance with delivery schedules, Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay.
6. Risk of Loss: All shipments will be made FCA selling factory or Distribution Center unless otherwise specified. The Seller (or seller's agent) will select the carrier for shipment. Title to and risk of loss for the material shall pass to the Purchaser upon delivery thereof by the Seller to the carrier or delivery service. Thereupon, the Purchaser shall be responsible therefore. All material is sold FCA shipping point and title and risk of loss passes to the Buyer on delivery to the common carrier at shipping point. (a) Claim for damage or loss should be filed with carrier by Buyer, (b) Order for replacement material must be a new purchase order and will be handled as such, subject to standard "terms and conditions of sale", including freight charges.
7. Warranty: XYLEM WATER SOLUTIONS offers a Commercial Warranty covering Parts and Labor on its pumps to the original End Purchaser, in compliance with requirements of the XYLEM WATER SOLUTIONS Catalog and Technical Manual Specifications for pumping Municipal Wastewater or similar abrasive free, noncorrosive liquids against defects in workmanship and material for the period as defined below.

XYLEM WATER SOLUTIONS Pump Models are warranted from the date of shipment from XYLEM WATER SOLUTIONS CORPORATION to the End Purchaser through the period defined on the appropriate Product Warranty Policy. XYLEM WATER SOLUTIONS CORPORATION will pay the share of the replacement parts costs and labor defined on the appropriate Product Warranty provided the pump with cable attached, is returned to an XYLEM WATER SOLUTIONS SERVICE FACILITY for repairs.

Time after shipment (months or hours) shall be determined by date of receipt of defective product (or Warranty Claim) by XYLEM WATER SOLUTIONS Authorized Repair Facility and/or current copy of Maintenance "Time Operated" report from job site.

Start-up reports and electrical system schematics (including Bills of Material) may be required to support any Warranty Claims; THEY WILL NORMALLY BE REQUIRED FOR CLAIMS FOR PUMPS 18 HORSEPOWER AND GREATER. This Warranty shall not apply to any product or part of product which has been subjected to misuse, negligence, accident, operated in dotted portion of published curves, used in a manner contrary to XYLEM WATER

2.6.a

**GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"**

SOLUTIONS' printed instructions, or damaged due to a defective power supply, improper electrical protection or faulty installation or repair.

XYLEM WATER SOLUTIONS' sole obligation under this Warranty shall be to Repair, Replace or Grant a Credit Reimbursement at its discretion, through its Warranty Processing Procedures for defective products when returned prepaid to XYLEM WATER SOLUTIONS and upon XYLEM WATER SOLUTIONS' exclusive examination found to be defective. Products repaired or replaced under this Warranty will be returned freight prepaid.

XYLEM WATER SOLUTIONS CORPORATION neither assumes nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this Warranty by a Representative or other Selling Agent shall become his exclusive responsibility.

XYLEM WATER SOLUTIONS CORPORATION WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR UNAUTHORIZED REPAIR SHOP EXPENSES. THE WARRANTIES MADE HEREIN BY XYLEM WATER SOLUTIONS CORPORATION ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. XYLEM WATER SOLUTIONS ASSUMES NO LIABILITY FOR LOSS OF USE OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RESPECT TO THE USE OR OPERATION OF XYLEM WATER SOLUTIONS PRODUCTS, OR ANY EQUIPMENT OR ACCESSORIES IN CONNECTION THEREWITH.

8. Inspection: Buyer shall have the right to inspect the Products prior to payment and acceptance and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within thirty (30) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

9. Seller's Liability: Seller will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the Products. Seller's maximum liability shall not in any case exceed the contract price for the Products claimed to be defective or unsuitable.

10. Delays: Seller will not be liable for any delay in the performance or orders or contracts, or in the delivery or shipment of goods or for any damages suffered by Buyer by reason of such delay. If such delay is, directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control, the delivery date shall automatically be extended by such delay. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary materials and all orders or contracts as well as shipments applicable thereto are subject to Seller's current plant schedules, governmental regulations, orders, directives and restrictions that may be in effect from time to time.

11. Default or Delay in Payment: If Buyer fails or delays making payment on any order or contract of sale between Buyer and Seller as required by the terms of that order or hereunder, then Buyer agrees that Seller may defer shipment under this contract, or at Seller's option may cancel unshipped product balances, until payment(s) by Seller is brought to a current status. Seller's rights in this respect are additional to other rights and remedies available to Seller for Buyer's breach of this or any other agreement. Application of Buyer's Payments: Seller may apply any payments made by Buyer or credits due to Buyer to any amounts owed by Buyer to Seller, as Seller may in its sole discretion determine and without regard to Buyer's instructions in this regard or to commercial practice, if any, governing the manner in which payments are to be applied.

12. Tools, etc.: Unless otherwise expressly provided, the Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.

13. Cancellations: Seller's acceptance of order, cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

14. Minimum Order: Seller reserves the right to refuse to accept any order which does not meet quantity requirements which Seller may establish for any given product or group of products.

2.6.a

**GENERAL TERMS AND CONDITIONS OF SALE
XYLEM WATER SOLUTIONS U.S.A. INC
A SUBSIDIARY OF XYLEM, DESIGNATED AS "SELLER"**

15. Quality Levels: Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify his requirements and pay any additional costs that may be applicable.
16. Errors: Seller reserves the right to correct clerical or stenographic errors or omissions.
17. Patent Indemnity:
(a) Patent Indemnity by Seller to Buyer: The Seller agrees to indemnify and hold harmless the Buyer from all damages, legal expenses and costs finally assessed against Buyer in any action for infringement of any United States Letters Patent by the items delivered hereunder, provided that Buyer shall give Seller prompt written notice of any action, claim or threat of patent infringement suite, and shall give Seller opportunity to elect to take over, settle or defend any such claim or action through counsel of his own choice. If the use of any such item or any part thereof should be enjoined, Seller shall have the right at its own expense to procure for Buyer the right to continue using such item, or to replace said item with a non-infringing item, or to modify said item so that it becomes non-infringing. The foregoing provisions as to patent protection from Seller to Purchaser shall not apply to any item manufactured to the design or specifications furnished by Buyer.
- (b) Patent Indemnity by Buyer to Seller: If the items delivered hereunder are manufactured pursuant to detailed designs furnished by Buyer, Buyer shall indemnify and hold harmless the Seller from all legal expenses, which may be incurred as well as all damages and costs which may finally be assessed against the Seller in any action for infringement of any United States Letters Patent by such items delivered hereunder. The Seller agrees promptly to inform the Buyer of any claim for liability made against the Seller with respect to such items and the Seller agrees to cooperate with the buyer in every way reasonably available to facilitate the defense against any such claim.
18. Fair Labor Standards Act: Seller certifies that products furnished hereunder have been or will be produced in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued there under. Seller agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.
19. Acceptance Required to Form Contract: Unless and until a formal written acceptance upon a printed order acknowledgment form is sent by Seller to the Buyer, no order will become effective as a valid contract binding upon Seller.
20. Entire Contract: The provisions hereon and on accompanying papers, if any, constitute all of the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the purchase order of any attachment thereto, or any prior general agreement inconsistent with the provisions hereof. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be modified by any usage of trade or any course of prior dealing or acquiescence in any course of performance.
21. Governing Laws: The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Seller's office to which this order has been submitted.

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Works

Submission Date: October 1, 2013

Subject: Londonderry Drive Road Ditch

Summary/Background of Subject Matter -

Public Works has received a request to pipe the existing road ditch in front of Lot 6, Londonderry Drive, Wycliff East Subdivision. Council Policy 743.00 – Ditch Tiling – allows the Property Owner to petition the City Council to share half the cost of the total installation of the pipe, including labor, material and equipment. Public Works has estimated the total cost of this project will be \$5,419.76. Under the provision, the Property Owner will pay the City half of the expense, \$2,709.88 before any pipe is installed. Public Works has reviewed the project site and concurs with the proposed piping in accordance with Council Policy 743, sharing the expense with the Property Owner. Public Works will be installing the pipe. Attached is an itemized project estimate including material, labor and equipment.

Recommendation for CPC Consideration:

Public Works is requesting authorization to pipe the roadside swale located in front of Lot 6 Londonderry Drive, Wycliff East in accordance with Council Policy 743 and charging the Property Owner \$2,709.88 for the their half of the installation expense.

Signature: *Rob Armstrong*

Department: Public Works

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

ACTIVE WORK ORDERS

City of Lumberton

Page 1 of 2

Sorted By: Work Order ID

9/5/2013

WO#:18937

Code:

Date Created:8/28/2013

Date Completed:

Asset ID:4512

Description:STREET DRAINAGE

Type:UNKNOWN FACILITY

Group:UNKNOWN

Schedule:

Budget ID:4512

Current Hours:

Master Asset:

Priority:

Last Completed:

Assigned To:WILLIE R.CLARK

Last Meter:

Last WO #:

User 3:

User 4:

Description Of Work

QUOTE FOR LOT 6 LONDONDERRY DR. IN WYCLIFF SUBDIVISION.15" CONCRETE LINE.

PartNo	Description	Location	Units	Unit Cost	Quantity	Total Cost	Stock
*****	SAND & CLAY	UNKNOWN		\$10.63	30.000	\$318.90	Y
1*	TOP SOIL	UNKNOWN		\$12.50	10.000	\$125.00	Y
380-110	36X36X4 GRATE & FRAME	03		\$547.93	2.000	\$1,095.86	Y
382-201	15" CONCRETE PIPE	03		\$8.75	110.000	\$962.50	Y
383-139	PRECAST CATCH BASIN	03		\$718.75	2.000	\$1,437.50	Y

Employee	Equipment Used	Hours	Labor Rate	Labor Cost
3 MEN		8.000	\$60.00	\$480.00
BACKHOE		8.000	\$50.00	\$400.00
TANDEM DUMP		8.000	\$40.00	\$320.00
WILLIE R.CLARK		8.000	\$35.00	\$280.00

ACTIVE WORK ORDERS

City of Lumberton

Sorted By: Work Order ID

9/5/2013

WO#:18937		Code:	Date Created:8/28/2013	Date Completed:
Asset ID:4512				
Description:STREET DRAINAGE			Schedule:	
Type:UNKNOWN FACILITY		Group:UNKNOWN	Budget ID:4512	Current Hours:
Master Asset:	Priority:			Last Completed:
Assigned To:WILLIE R.CLARK		User 3:		Last Meter:
		User 4:		Last WO #:
				Parts Total: \$3,939.76
				Labor Total: \$1,480.00
				Total: \$5,419.76

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Works

Submission Date: September 26, 2013

Subject: West Fifth Street Ditch at Mount haven Church

Summary/Background of Subject Matter -

Representatives from Mount Haven Church approached Councilman Maynor for help with piping the road ditch in front of their facility at 3733 West 5th Street. This particular road ditch is located on a DOT maintained street although it does convey stormwater from adjacent properties including a small area portion of the Airport. Public Works met with NCDOT at Councilman Maynor's request and has received permission to pipe the short section of ditch. 96' l.f of 18" RCP will be required. The cost estimate is summarized below.

• 18" Reinforced Concrete Pipe:	96 l.f @ \$9.39	\$ 901.44
• Labor and Equipment:	Lump Sum	<u>\$ 900.00</u>
		\$1,801.44

The Church has agreed to pay for half the cost of the project, which is customary under the Council's residential ditch / piping policy, and Councilman Maynor providing the remainder thru the CRF.

Recommendation for CPC Consideration:

Public Works is requesting authorization to install 96 l.f. of 18" RCP at 3733 West 5th Street in front of Mount Haven Church. The Church has agreed to pay for half the cost of the project, \$900.72 with Councilman Maynor providing \$900.72 thru the CRF.

Signature: *Rob Armstrong*

Department: Public Works

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Works

Submission Date: October 1, 2013

Subject: Boom Truck Remote Control

Summary/Background of Subject Matter -

The maintenance crew routinely uses the boom truck to pull pumps and motors out of lift stations and from the well heads. We also use it for non-Public Works tasks through-out the City. Currently, the boom truck operator has to work the boom while physically on the truck. This means the operator cannot see the actual equipment or the person in the hole or wet well. The operator must rely on hand signals from an intermediate person who is viewing the equipment down in the wet well. We feel a safer way to operate the truck is to have a remote control device available that allows the boom truck operator to operate the boom while having his eyes on the equipment and personnel below. He can stand over the work area while working the boom. Attached is a spec sheet and quote we received to up-fit the truck with the remote capability. The cost is \$14,783.

Recommendation for CPC Consideration:

Public Works is requesting Council approval to up-fit the Boom Truck with remote control operation. The up-fit would be done by MAPS Enterprises of Burlington, NC for \$14,783. Funding would come from the Water and Sewer Capital Reserve Fund.

Signature: *Rob Armstrong*

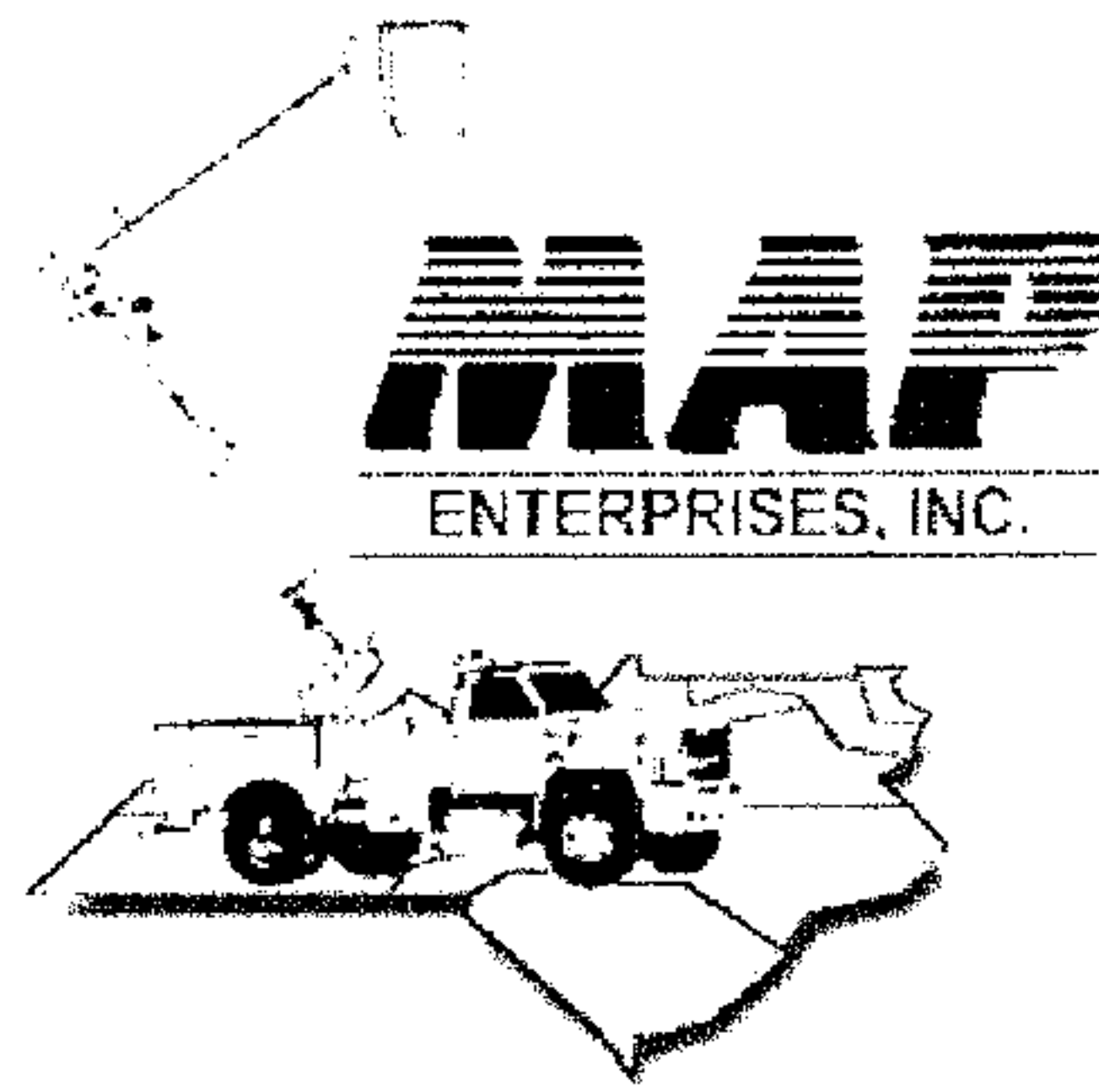
Department: Public Works

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management



P.O. Box 3097
Burlington N.C. 27216-3097
(336) 228-1722 • FAX (336) 228-7205

City of Lumberton
Attn: Harold Lovette
910-671-3856

Find attached quote# 705445 for the 5 function radio remote control system to be installed onto an Effer model 110/3S crane.

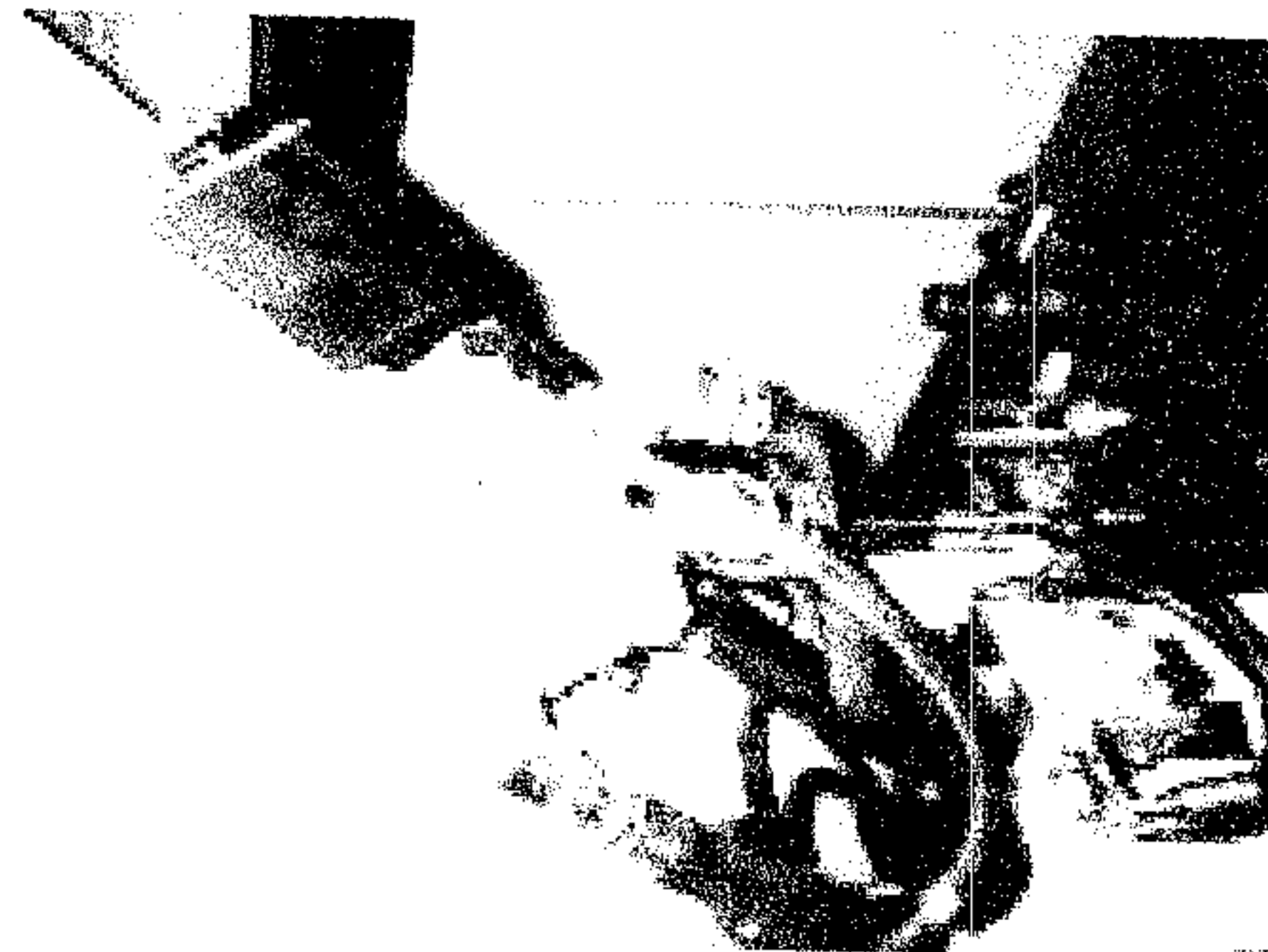
This system uses cross rod mounted actuators and includes:

- 1 – 5 function proportional actuator assembly
 - 1 – inlet block with safety dump valves
 - 1 – HCB model Linus 6 radio transmitter
 - 1 – HBC model 727 radio receiver
 - 1 – output wiring harness with key switch for selecting manual/remote operation
 - 1 – 12Vdc battery charger
 - 2 – re-chargeable batteries
- Installed.

Total Price FOB Graham, NC:.....\$14,783.00

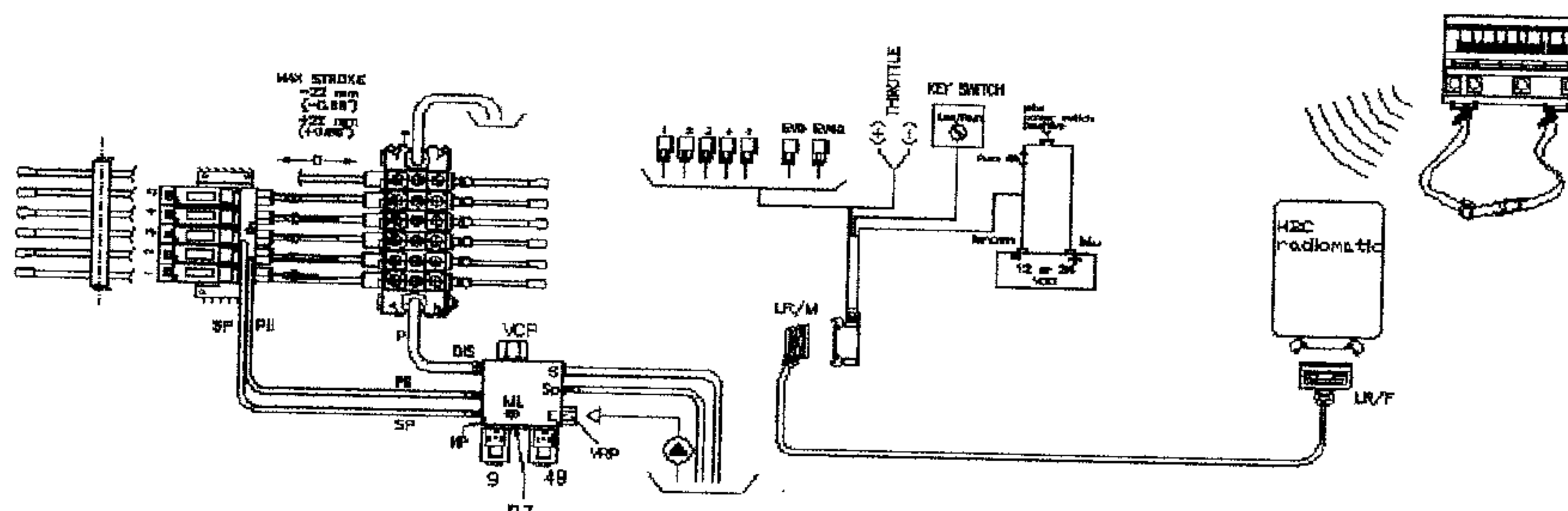
Technical Specifications

Maximum inlet pressure	4500 PSI (300 Bar)
Pilot Pressure (reduced)	275 PSI (18 BAR)
Pilot Flow per section	0.1 GPM (0.4lt/min)
Neutral Leakage	0.025 GPM (0.1lt/min)
Supply Voltage	12 or 24 Vdc
Integrated safety features	Main dump valve Pilot pressure cut off valve



Technical Specifications

Commands	7+6 proportional functions
Power supply	NiCd battery FuB 05AA rechargeable operating time aprox. 12 hrs.
Operating elements	6 HBC linear levers 4 HBC push-buttons (1 step) rotary switch, E-stop, key-switch (on/off)
Options	wired connection
Transmitter weight	3.3lbs (1.5kg) aprox. with battery



Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: September 30, 2013

Subject: City owned building at 110 N Chestnut St

Summary/Background of Subject Matter -

City Council directed the building inspector to obtain estimates for the repair of the building located at 110 N. Chestnut Street, owned by the City. The estimates are as follows:

Strickland Construction- \$13,670.00

Cornerstone Construction Company- \$17,048.00

Meares & McCray Construction- No response

Recommendation for CPC Consideration:

Staff recommends City Council award bid to Strickland Construction in the amount of \$13,670.00

Signature: *Ben Andrews*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management



OWNER
Robert
Strickland
License No. 61064



Proposal

STRICKLAND CONSTRUCTION

4885 Alamac Road
Lumberton, NC 28358

Home (910) 738-8467
Cell (910) 608-9854

PROPOSAL SUBMITTED TO <u>City of Lumberton</u>		PHONE	DATE <u>7-23-13</u>
STREET		JOB NAME <u>Exploration Station</u>	
CITY, STATE AND ZIP CODE		JOB LOCATION	JOB PHONE
ARCHITECT	DATE OF PLANS		

We hereby submit specifications and estimates for:

Remove 22FT Block Wall - \$550.00
 Install 22FT Foundation Footing - \$675.00
 Install 22FT Block Wall + Paint - \$1,570.00
 Replace (2) Ext. Door Unit 9-Lite - \$950.00
 Replace (2) 59x46 Frx Panel Windows - \$875.00
 Close up window on side - \$250.00
 Remove Flooring & Joist in App. 25x26 - \$600.00
 Replace Flooring & Joist in App. 25x26 - \$3,500.00
 Install (24) plens & Footing For Floor to Reston - \$2,200.00
 Install sheet Rock Ceiling & Paint in App. 25x26 - \$1,600.00
 Repair sheathing on Roof on side & Repair - \$400.00
 Add \$500.00 For Fire Retardant Wood

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:
Thirteen thousand, one hundred seventy dollars (\$ 13,170.00)
13,670.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Robert Strickland

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Fax # 910-671-3475



**COMMERCIAL & RESIDENTIAL
LICENSED GENERAL CONTRACTOR**

Cornerstone Construction Company

934 Warwick Mill Road



Lumberton, North Carolina 28358

Proposal

To: Bengie Andrews

From: Jason Fairfax
Cornerstone Construction Co.
934 Warwick Mill Road
Lumberton, NC 28358
G.C. License # 63837
P-1 Plumbing License # 26801

Ref : Storage facility for Public library of Lumberton (renovation)

Job consists of the following:

1-Demo (flooring, block, footing, doors, facial, & windows)	\$ 3,324.00
2-Installation of footing and block (labor & materials)	\$ 2,750.00
4-Installation of floor system, facial, (2)doors with hardware & windows (Labor & materials)	\$ 7,000.00
5-Roofing (repair as needed)	\$ 950.00
6-Painting	\$ 1,680.00
7-Disposal	\$ 1,344.00

Total Contract Price : \$ 17,048.00

Cell (910) 827-5732

Fax (910)671-4606

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: October 2, 2013

Subject: Midlands GIS Contract

Summary/Background of Subject Matter -

At its spring planning workshop, the Lumberton City Council received a presentation from Matt Sorenson of Midlands GIS Solutions regarding their GIS web platform. Additionally, Mr. Sorenson discussed Midlands' capabilities of providing a companion application written specifically for the iPad device. Representatives from the Planning, MIS and Public Works Departments also viewed an expanded version of Mr. Sorenson's presentation which detailed specific applications of the GIS web platform towards individual, departmental needs. Attached you will find a contract agreement and scope of services for launching the City's GIS web platform with Midlands GIS Solutions in the amount of \$17,500 for the initial data collection and set-up with a yearly hosting fee of \$4,800.

Recommendation for CPC Consideration:

The Planning & Neighborhood Services Department recommends that City Council authorize staff to execute the attached service agreement with Midlands GIS Solutions for the creation and hosting of a GIS web platform for the City of Lumberton.

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

CONTRACT AGREEMENT

AND

SCOPE OF SERVICES

FOR

**WEB/MOBILE GIS SETUP AND HOSTING, GIS DATA
MAINTENANCE SERVICES, & GIS SUPPORT SERVICES**

FOR

CITY OF LUMBERTON, NC

BY

MIDLAND GIS SOLUTIONS

Submittal Date:
July 31, 2013

CONTRACT AGREEMENT

This agreement made and entered this _____ day of _____, **2013**, by and between the City of Lumberton, NC, hereinafter referred to as the “CITY” and Midland GIS Solutions, LLC. whose principal place of business is located at 501 North Market, Maryville, Missouri, hereinafter referred to as the “COMPANY”

WITNESSETH

WHEREAS, the Company shall provide qualified personnel and materials as required for the implementation of a Web/Mobile GIS setup and hosting, GIS data maintenance services, and GIS support services for the City, and;

WHEREAS, the Company has prior experience in this and/or other related municipal GIS service projects and therefore has a complete understanding of the needs and purpose of the Web based/Mobile GIS program, GIS data maintenance services, and GIS support services and;

WHEREAS, the City desires to utilize the GIS services of the Company;

NOW HEREWITH, the Company agrees to execute these services and provide the services as outlined in Attachment A – Scope of Services, herein made a part of this agreement.

PURPOSE AND INTENT

This agreement covers the implementation and setup of a web based/mobile GIS, web GIS hosting services, on-call GIS data layer maintenance services, and on-call GIS support services for the City as more clearly defined within Attachment A – Scope of Services.

SECTION ONE

GENERAL PROVISIONS

- I.1 Whenever the term “City” is used, it shall mean Lumberton, North Carolina.
- I.2 Whenever the terms “Company”, “MGIS”, or “Midland GIS Solutions” are used, it shall mean Midland GIS Solutions, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 This contract between the City and the Company shall be deemed a North Carolina contract and shall be governed by the Laws of the State of North Carolina. It is specifically understood by the parties that this contract is not a contract with the State of North Carolina. The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.
- I.5 At the conclusion of this contract or in the event this agreement terminates, all relative GIS data of any kind and description shall become the property of the City.
- I.6 This document and all attachments and addendum herein referred to shall constitute the full and complete contract between the parties except as amended according to Section (9) Nine of this agreement.
- I.7 This contract will become effective after both parties execute it after the City authorizes the contract to be accepted.
- I.8 The Company agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the Company’s business or operations resulting from any act or omission of the Company’s agents, servants or employees.
- I.9 The Company shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the Company is contacted by any federal, state, county, or city agency, or any private agency, regarding any aspect of this contract, the Company shall promptly contact the City and shall not respond to the agency without being expressly authorized by the City to do so.

SECTION TWO

ADDITIONAL PROVISIONS

- 2.1 The employees to be trained shall be designated by the City. The training provided by the Company shall be sufficient to familiarize the employees of the City to operate and work within the GIS program.
- 2.2 The Company shall provide at its expense and subject to the approval of the City Administrator, news media reports to broaden the understanding of the GIS program to the general public.

SECTION THREE

STARTING AND COMPLETION DATES

- 3.1 Final delivery of the Web/Mobile GIS as identified in Attachment A - Scope of Services shall be made to the City by the Company within twelve (12) weeks from the commencement date of this contract or from the date the City provides the Company with a copy of the necessary GIS data files and aerial imagery needed for the project.
- 3.2 No extension time shall be granted to the Company unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the City and must be based on one or more of the following:
 - 3.2.1 Acts of nature that directly affects the Company's ability to perform.
 - 3.2.2 Acts of government agencies that may affect the Company's performance.
 - 3.2.3 Circumstances beyond the control of the Company and not due to any negligence on the part of the Company or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

SECTION FOUR

PROJECT FEE & METHOD OF PAYMENT

- 4.1 For the performance of the agreement by Midland GIS Solutions, the City shall pay Midland GIS Solutions the sum of \$17,500.00 for setting up Web/Mobile GIS program.
- 4.2 GIS website hosting in the amount of \$4,800.00/year will be invoiced to the City once the GIS website is officially up and running.
- 4.3 GIS data layer maintenance and/or GIS technical support services will be billed to the City at an hourly rate of \$85.00/hr. as requested and approved by the City.

- 4.4 The City reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In the event that the City requests additional work or changes, a supplement to this agreement shall be executed and submitted for the approval by the City prior to performing the additional/changed work or incurring any additional costs. Any change in compensation shall be covered in the supplemental agreement. Midland GIS Solutions shall not be compensated for work the City does not require that is performed without the prior written approval by the City.

SECTION FIVE

TERMINATION OF CONTRACT

- 5.1 If, for any reason, the Company shall fail to fulfill its obligation in a timely and proper manner as determined by this contract, or, if the Company shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Company, or an order is entered adjudicating the Company bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Company, or an assignment for the benefit of creditors of the Company is made, the City shall thereupon have the right to terminate this agreement on ten (10) days written notice. Furthermore, the City reserves the right to terminate this contract without specifying cause, shall they deem necessary. All related materials produced under this contract shall become the property of the City, and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed on any such material.

SECTION SIX

PERSONNEL

- 6.1 The Company shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned to them.
- 6.2 Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 6.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the Company. It is understood and agreed that the City may require the Company to remove from the project any person the City considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.

- 6.4 The Company assigns Kirk Larson, Vice President as the project manager for this project. The project manager will administer and schedule the GPS field locations and installation of the GIS for the City and confirm that the utility GIS mapping system is operational.

SECTION SEVEN

OWNERSHIP OF MATERIAL

- 7.1 Ownership of all materials involved herein shall belong to the City.
- 7.2 No copyright of any nature shall be granted to the Company by the City relative to any material or product resulting from this agreement and GIS Implementation program.

SECTION EIGHT

PROSECUTION OF WORK

- 8.1 The Company shall commence the work to be performed under this contract after acceptance by the City and a project schedule is agreed upon by the City.
- 8.2 The Company shall carry on the GIS Implementation program without interruption and shall make available to the City all work that has been completed and approved by the City to be used by the City during and at the completion of this contract agreement.
- 8.3 The City will provide all help needed to expedite the field collection process. City staff shall be available as needed to work directly with the Company field crews and shall pre-locate utilities where it is anticipated that locates will be helpful. Additionally, City staff will be available to answer questions from the Company as soon as possible during the field collection process.

SECTION NINE

CONTRACT AMENDMENTS OR ADDITIONS

- 9.1 No amendments or additions shall be made to Attachment A – Scope of Services without a written and signed agreement by both the City and the principal or principals of the Company under contract.
- 9.2 Troy Hayes, President, Matt Sorensen, VP, Kirk Larson, VP, & Tylor Hardy are the appointed individuals with the Company that have the authority to make amendments or additions to the contract.

ATTACHEMENT A

SCOPE OF SERVICES

WEB PAGE DOMAIN NAME REGISTRATION

Midland GIS Solutions will register an SSL domain name for the GIS website through GoDaddy.com. [SSL stands for Secure Sockets Layer and is the industry standard in security technology for establishing an encoded link between a web server and a browser to ensure that all data that passes between the server and browser remains private and protected.]

The web domain will be: <https://lumberton.integritygis.com>

Midland GIS Solutions will route the DNS (Domain Name Service) numbers to our dedicated web servers. Midland GIS Solutions will test the domain name once transferred to our web server for quality control purposes.

GIS WEBSITE DESIGN AND DEVELOPMENT

Midland GIS Solutions will setup a customized Integrity desktop GIS website and HTML 5 Mobile GIS website for the City. The HTML 5 mobile GIS website will allow the City to access the website via tablet and handheld devices. (e.g. iOS Apple, Android, & Windows mobile devices). Midland GIS Solutions will utilize the existing "GIS ready" shapefile data and aerial photography provided by the City for the GIS website(s).

GIS WEBSITE HOSTING

Midland GIS Solutions will host the GIS website and GIS data on a Dell PowerEdge R710 web server. Midland GIS Solutions will set up a scheduled batch program that will automatically copy updated GIS data from the City's GIS server to our secured ftp server on a weekly basis.

Midland GIS Solutions maintains a secured, climate controlled server room with a dedicated twenty (20) Mb upload and twenty (20) Mb download speed fiber Ethernet connection. The server room is connected to a gas-powered generator to keep the web servers up and running in case of a power outage. In addition, Midland GIS Solutions provides a failover backup service for the GIS website, in the result of a catastrophic event to our web servers.

TRAINING & SUPPORT

Midland GIS Solutions provides comprehensive training and support for every level of service provided. Training and technical support provided for the GIS website(s) will include two (2) hours of remote training to City staff as part of this project.

ADDITIONAL TRAINING & SUPPORT

Midland GIS Solutions will be available to provide additional training and support as needed after project completion. Additional training can be arranged for \$85.00/hour.

INTEGRITY™ CORE COMPONENTS & FUNCTIONALITY

Production quality reports, non-spatial data, enhanced security, and search features can be easily incorporated into your applications. You can print large-format, high-resolution maps with data and mark-up using pre-defined print templates. Tailor custom reports to meet the evolving needs of your stakeholders. Plus, you can easily visualize and search data from third-party systems not traditionally accessible to spatial applications.

DATA LINKING

Link to external non-spatial databases, files, or web services and embed this data in reports, searches, and forms. Data Linking also provides the ability to retrieve data from external data sources and link it to attributes of spatial data, extending the reach and capability of your applications.

SECURITY

Includes advanced security features which provide you with the ability to grant or deny access to specific components.

PRINTING AND REPORTING

You can invoke normal or large format, high-resolution template-based printing and reporting. Template-based printing allows you to create printable maps using customized and out-of-the box layouts.

Template-based reporting enables you to easily generate commonly used reports that have been pre-configured by the administrator. Each template defines a standard layout for reporting on the layer's features, attributes, linked and computed data. By saving your organization valuable employee time, you will be able to do more with your budgets and resources.

SEARCH

Customize your searches by creating your own search forms and query tasks.

FORMS

Forms provide a simple way to create dialogs that prompt end-users for input through web or mobile applications. A form designer allows you to add input items such as text boxes, auto-complete entries, date pickers and drop-downs, then, associate validation rules and control the forms layout.

MAP VIEWERS PROVIDE AN OUTSTANDING USER EXPERIENCE

The desktop viewer for Silverlight provides advanced Web mapping capabilities for GIS departments seeking to deploy feature-rich, user-centric web applications. **The viewer for HTML5 provides a complementary viewer geared towards providing simple, targeted web-mapping applications serving desktop browsers, tablets, and a broad array of handheld devices.**

EASILY CONFIGURABLE

No programming knowledge required. Using the simple web-based management tools, you can configure a variety of elements within the viewer, including map services, security, non-spatial data sources, reporting, printing, layer list, workflows, tools, the look and feel of the application, and more.

BUILT-IN TOOLS

The upgraded viewer provides numerous must have features including various measurement tools, dynamic map tips, feature hyperlinks and more.

LAYER LIST

The Layer List provides layer organization and collapsible categorization. You can also control map service transparency, layer visibility control, view a dynamic legend (reflects currently visible layers), and filter/find layers with text input. Having such a wide range of controls will enable you to have greater control over your layers, and in turn, over what data that is accessible to you.

EDITING

Built-in features enable end users to create new features, edit geometry of existing features, and modify attribute data and much more. The editing tools are intuitive and include highly dynamic snapping capabilities. Users can edit data belonging to versioned geodatabase layers exposed in the application.

INTEGRATION

Bi-directional integration allows you to launch from other applications or have other applications launch a viewer. The URL Integration feature supports a variety of options, such as; zoom to a specific extent, or zoom to and highlight a particular feature. Common types of applications which are integrated include document management, permitting, assessment, and other non-spatial business applications.

ONLINE HELP & TUTORIALS

Online-help and tutorials for administrators and users are provided through a Resource Center, as well as a Discussion Forum where you can post questions and suggestions.

WEB/MOBILE GIS SOFTWARE & HOSTING TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT ("**TERMS & CONDITIONS**") APPLY TO ANY AND ALL USE OF THE SERVICE BY YOU AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This agreement, (the "**Agreement**") is between you ("**you**", "**your**", "**Client**") and Midland GIS Solutions, including its authorized suppliers ("**MGIS**").

1. Web/Mobile GIS Hosted Service

MGIS will provide the Client and its authorized Users access to the Service during the Term, subject to the Terms and Conditions. Subject to Client's compliance with its obligations under this Agreement, MGIS hereby grants Client a non-exclusive license to: (i) access and execute the Software on MGIS's application server over the Internet; (ii) use the Documentation related to the Software or the other components of the Service; (iii) transmit data related to Client's use of the Software to and from MGIS's application server over the Internet and store such data on MGIS's application server; and (iv) access and use MGIS's User interface on its website.

2. Web/Mobile GIS Use and Access

- (a) Subject to the restrictions on use as set forth herein, Client will have access to the Service for its intended purpose and in accordance with the specifications set forth in any Documentation relating to the Service or Software provided by MGIS. Such use and access will be continuous on a twenty four (24) hour a day, seven (7) day a week basis except for interruptions by reason of maintenance or downtime beyond MGIS's reasonable control.
- (b) Client will not: (i) transmit or share identification or password codes to persons other than authorized Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users; or (iii) permit access to the Service through a single identification or password code being made available to multiple users on a network.
- (c) Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Integrity Service.
- (d) Client agrees that its use of the Service will be in a manner consistent with this Agreement and with all applicable laws and regulations, including without limitation, all copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Client acknowledges that MGIS is not responsible for any use or misuse of the Service by Client or its employees or contractors.
- (e) You expressly understand and agree that MGIS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of

profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

3. Price and Payment

- (a) MGIS's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on MGIS's income. If MGIS is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on MGIS's net income.

4. Web/Mobile GIS Term and Termination

- (a) The term of this Agreement will commence the day the web site interface for the Service is accessible to you via the Internet, and will continue for a period of one year, or as otherwise mutually agreed upon (the "**Term**"). Thereafter this Agreement will automatically renew for successive periods of the same duration as the initial Term ("**Renewal Term**") unless either party gives the other party not fewer than thirty (30) day notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.
- (b) Either party may terminate this Agreement for material breach, by the other party, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under law.

5. Ownership of Intellectual Property

- (a) Title to any and all proprietary rights in the Service components including, without limitation, the Software, MGIS's web site and user interface will remain in and be the exclusive property of MGIS.
- (b) Client will be the owner of all data or information created by Client and stored on MGIS's application servers (collectively, "Client Data").

6. INDEMNITY OF LICENSEE

CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS MGIS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND CLAIMS, PROCEEDINGS, ACTIONS OR DEMANDS WHICH MAY BE BROUGHT AGAINST MGIS OR ANOTHER OF THE INDEMNIFIED PARTIES AND AGREE TO INDEMNIFY AND HOLD

MGIS AND THE OTHER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) REAL OR PERCEIVED, THAT OCCUR, OR THAT MGIS MAY SUFFER, SUSTAIN OR INCUR, AS

A RESULT OF: (A) CLIENT'S USE OF THE SERVICES, OR (B) CLIENT'S BREACHES OF THIS AGREEMENT. CLIENT WILL HAVE SOLE CONTROL OF THE INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT OF ANY SUCH INFRINGEMENT CLAIMS AND MGIS SHALL MAKE REASONABLE EFFORTS TO PROVIDE COOPERATION AND ASSISTANCE IN ANY SUCH INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT.

7. Applicable Law

This Agreement shall be subject to, construed by and enforced in accordance with the laws of North Carolina and applicable federal laws without regard for its conflict of law principles and the parties agree to attorn to the exclusive jurisdiction of the Court of Robeson County, North Carolina.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

EXHIBIT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**Agreement**") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1. Downtime

- (a) MGIS'S SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MGIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

2. Software Upgrades

- (a) From time to time MGIS will release new versions of the Software and will automatically upgrade the Software to the latest version.

City of Lumberton, NC

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ 2013.

APPROVED BY: CITY OF LUMBERTON, NC

Signature: _____

Printed name: _____

Title: _____

Signature: _____

Printed name: _____

Title: _____

APPROVED BY: MIDLAND GIS SOLUTIONS, LLC

By: 

Printed name: Matt Sorensen

Title: Vice President

Attachment: GIS_Services_Contract_v1 (1207 : Midlands GIS Contract)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Attorney

Submission Date: August 2, 2013

Subject: Change of Boundaries of Wards for Councilman Maynor

Summary/Background of Subject Matter -

Councilman Maynor has secured an agreement with Councilman Jones for each of them to give specific small portions of their precincts to the other. The effect of the changes can be seen in the attached "District Changes Effects", which summarizes the attached "Proposed Summary" to the attached "Existing Summary", both of which were prepared by COG. Under the City Charter, the Board of Elections and the City would have to approve the changes.

A map of the areas each of the Councilmen would be ceding to the other is attached as "Districts Changes Map". That map is especially vague as to the area being ceded to Councilman Jones. A map entitled "Holly Ridge" is attached to show that area more precisely.

The language from Section 13 of Article III of the Charter is:

Election wards or precincts. There shall be eight election wards or precincts. The boundaries of the wards shall be as indicated on the map approved by the Robeson County Board of Elections on May 11, 1981 and by the City Council on May 12, 1981. The wards or precincts may be altered by the Robeson County Board of Elections with the approval of the City Council, provided, however, that in the event that the corporate limits of the City of Lumberton are extended, the Board of Elections shall enlarge the nearest ward or precinct so as to include the annexed area therein.

Recommendation for CPC Consideration:

Adopt the attached "Precinct Changes Resolution".

Signature: *Rob Price*

Department: City Attorney

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

July 23, 2013

City of Lumberton
Revisions to Precincts 6 and 7

District No.	TOTAL	Target Population	Target Deviation	Target Deviation (%)	White	Black	American Indian/ Alaskan Native	Asian	Hawaiian or Other Pacific Islander	Some other race	Two or more minority race	Hispanic
D1	2,810	2,693	117	4.34	2,105	230	271	165	1	14	24	27
					74.91%	8.18%	9.64%	5.87%	0.03%	0.49%	0.85%	0.96%
D2	2,560	2,693	-133	-4.94	772	1,073	363	66	5	233	48	315
					30.15%	41.91%	14.17%	2.57%	0.19%	9.10%	1.87%	12.30%
D3	2,624	2,693	-69	-2.56	1,347	737	350	33	11	125	21	257
					51.33%	28.08%	13.33%	1.25%	0.41%	4.76%	0.80%	9.79%
D4	2,785	2,693	92	3.42	1,145	946	473	8	14	169	30	317
					41.11%	33.96%	16.98%	0.28%	0.50%	6.06%	1.07%	11.38%
D5	2,436	2,693	-257	-9.54	330	1,724	281	28	0	52	21	73
					13.54%	70.77%	11.53%	1.14%	0.00%	2.13%	0.86%	2.99%
D6	2,851	2,693	158	5.87	518	1,950	268	24	4	54	33	86
					18.16%	68.39%	9.40%	0.84%	0.14%	1.89%	1.15%	3.01%
D7	2,671	2,693	-22	-0.82	701	1,038	759	28	3	125	17	212
					26.24%	38.86%	28.41%	1.04%	0.11%	4.67%	0.63%	7.93%
D8	2,805	2,693	112	4.16	1,876	402	233	195	5	70	24	164
					66.88%	14.33%	8.30%	6.95%	0.17%	2.49%	0.85%	5.84%

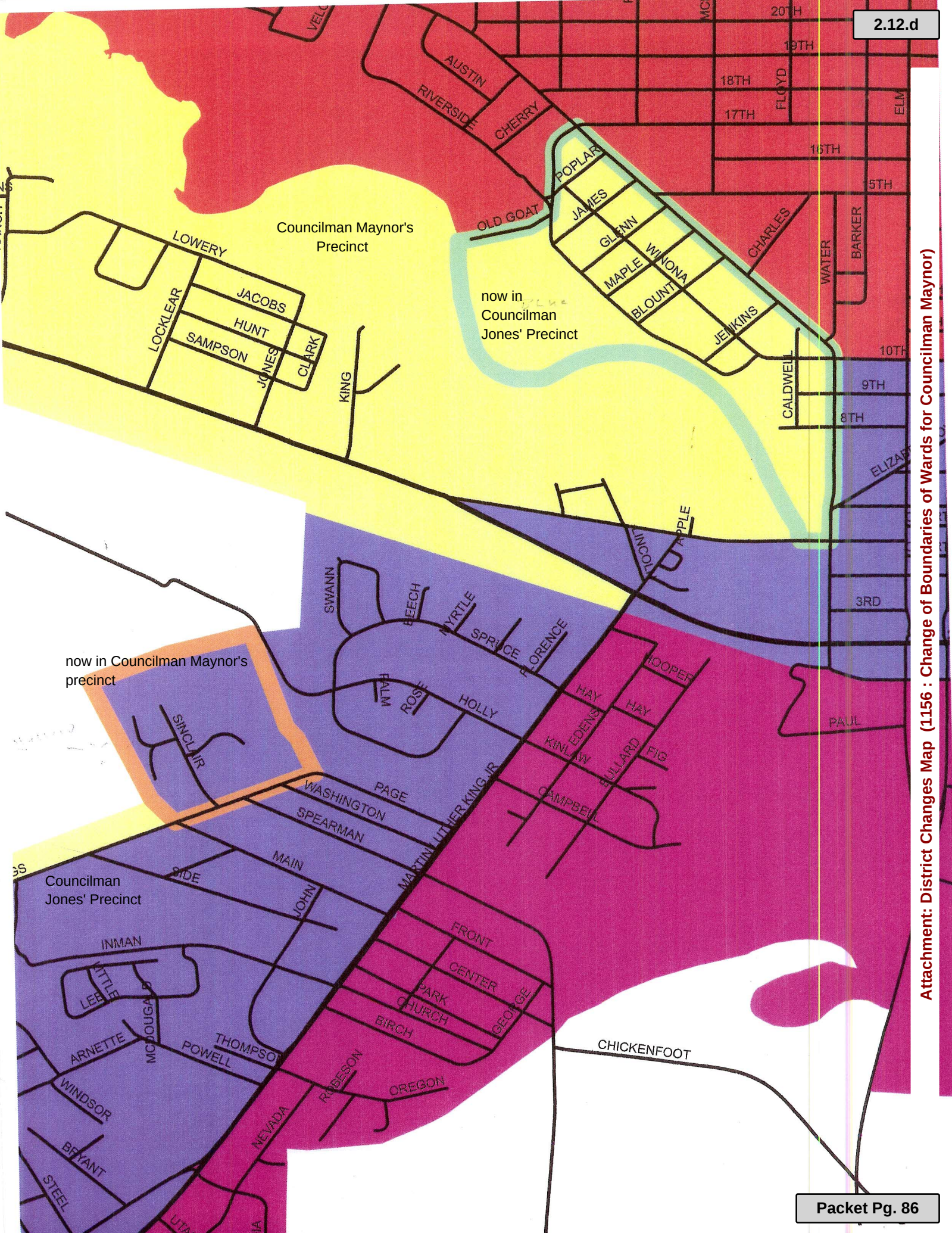
Lumberton Precinct Population Summary

User: LRCOG
Plan: May 17 revisions

District No.	Current Districts	New Population	Deviation (%)	White (%)	Black (%)	Native American	Asian (%)	Islander	Some other race (%)	Two or more minority race (%)	Hispanic (%)	Total voting age (%)
Metzger 1	2805	2,810	4.34	74.91	8.19	9.64	5.87	0.04	0.5	0.85	0.96	82.14
Robinson 2	3595	2,560	-4.94	30.16	41.91	14.18	2.58	0.2	9.1	1.88	12.3	70.08
Taylor 3	2291	2,624	-2.56	51.33	28.09	13.34	1.26	0.42	4.76	0.8	9.79	77.21
Ivey 4	2828	2,785	3.42	41.11	33.97	16.98	0.29	0.5	6.07	1.08	11.38	70.92
Cantey 5	2450	2,436	-9.54	13.55	70.77	11.54	1.15	0	2.13	0.86	3	71.02
Jones 6	2451	2,876	6.8	23.78	61.3	9.25	1.53	0.21	3.13	0.8	4.17	71
Maynor 7	2268	2,646	-1.75	20.22	46.3	28.76	0.3	0.04	3.36	1.02	6.73	79.59
Hackney 8	2854	2,805	4.16	66.88	14.33	8.31	6.95	0.18	2.5	0.86	5.85	78.82

Total Population: 21,542
Ideal Population: 2,693

Councilman	Total	Target Populatio	Target Deviation	White	Black	Native American	Asian	Islander	Other Race	Two or more	Hispanic
Jones - Before	2876	2693	6.80%	23.78%	61.30%	9.25%	1.53%	0.21%	3.13%	0.80%	4.17%
Jones- After	2851	2693	5.87%	18.16%	68.39%	9.40%	0.84%	0.14%	1.89%	1.15%	3.01%
Change	-25	0	-0.93%	-5.62%	7.09%	0.15%	-0.69%	-0.07%	-1.24%	0.35%	-1.16%
Maynor - Before	2646	2693	-1.75%	20.22%	46.30%	28.76%	0.30%	0.04%	3.36%	1.02%	6.73%
Maynor - After	2671	2693	-0.82%	26.24%	38.86%	28.41%	1.04%	0.11%	4.67%	0.63%	7.93%
Change	25	0	0.93%	6.02%	-7.44%	-0.35%	0.74%	0.07%	1.31%	-0.39%	1.20%



Attachment: District Changes Map (1156 : Change of Boundaries of Wards for Councilman Maynor)



RESOLUTION TO APPROVE ALTERATION OF THE BOUNDARIES OF TWO OF THE EIGHT ELECTION WARDS OR PRECINCTS OF THE CITY OF LUMBERTON

WHEREAS, the City of Lumberton is divided into eight (8) election wards or precincts (hereinafter “Districts”);

WHEREAS, said Districts are utilized for the election of City Councilmen with each District represented on the City Council of the City of Lumberton by a Councilman who resides in the District he represents and who is elected by the registered voters who reside within the District he represents;

WHEREAS, a Councilman has requested a change in the boundaries of his and another District, and the Councilman in the other affected District has agreed to the change;

WHEREAS, Section 13 of Article III of the Charter of the City of Lumberton provides that the eight (8) election Districts may be altered by the Robeson County Board of Elections with the approval of the City Council of the City of Lumberton; and

WHEREAS, G.S. 163-128 empowers the Robeson County Board of Elections to alter, by resolution, election precincts;

NOW, THEREFORE, BE IT RESOLVED that City Council does hereby:

1. Approve moving property adjacent to and on the northwest side of Kenny Biggs Road, on the east and west side of Sinclair Street and on the west side of Cotton Mill Canal, more particularly described as follows, from District 6 to District 7:

BEGINNING at a point in the center of Kenny Biggs Road at its intersection with the center of Sinclair Street and running with the center of Sinclair Street in a northwest direction about 290 feet to a point in the center of Sinclair Street at its intersection with the south line of Holly Ridge, as shown in Deed Book 522, page 324; thence with the south line of said Holly Ridge in a westerly direction about 425 feet to a point, the southwest corner of said Holly Ridge; thence with the west line of Holly Ridge in a northerly direction about 600 feet to a point, the northwest corner of Holly Ridge; thence with the north line of Holly Ridge in an easterly direction about 1,100 feet to a point in the center of Cotton Mill Canal; thence with the run of Cotton Mill Canal in a southeasterly direction about 500 feet to a point in said canal at its intersection with the east line of said Holly Ridge; thence with said east line of Holly Ridge in a southerly direction about 125 feet to the southeast corner of Holly Ridge; thence with the south line of Holly Ridge in a westerly direction about 170 feet to a point in the south line of Holly Ridge at its intersection with the center of Page Street (un-opened); thence with the center of said Page Street (un-opened) in a southeast direction about 250 feet to a point in the center of the pavement at the

intersection of Page Street (open) with Kenny Biggs Road; thence with the center of Kenny Biggs Road in a southwesterly direction about 700 feet to the beginning.

2. Approve moving property adjacent to and on the southwest side of Carthage Road, the west side of Water Street, the north side of West 5th Street, the northeast side of the Lumber River, the southeast side of Old Goat Road and Riverside Boulevard, more particularly described as follows, from District 7 to District 6:

BEGINNING at a point in the center of Water Street at its intersection with the center of West 5th Street and running with the center of West 5th Street in a westerly direction about 130 feet to a point in the center of West 5th Street at its intersection with the center of the Lumber River; thence with the run of the Lumber River, with its various courses, in a northwesterly direction about 4,950 feet to a point in said river at its intersection with Old Goat Road (if extended); thence in a northeast direction to and with the center of Old Goat Road about 600 feet to its intersection with the center of Riverside Boulevard; thence with the center of Riverside Boulevard in a north and northeast direction about 730 feet to its intersection with the center of Carthage Road; thence with the center of Carthage Road in a southeast direction about 2,400 feet to its intersection with the center of Water Street; thence with the center of Water Street in a southerly direction about 1,465 feet to the beginning.

BE IT FURTHER RESOLVED by City Council that the Robeson County Board of Elections be requested to make these changes, to be effective as of November 1, 2013.

On Motion of Councilman _____, seconded by Councilman _____, the foregoing Resolution was adopted the _____ day of September, 2013, to be effective upon adoption.

Raymond B. Pennington, Mayor

ATTEST:

Laney S. Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert E. Price, Interim City Attorney

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Attorney

Submission Date: September 23, 2013

Subject: Donation of Land on McLeod Road in Forest Acres

Summary/Background of Subject Matter -

Danny K. Martin approached Dixon Ivey about a donation of two lots to the City. Mr. Ivey has determined that the lots are desirable to the City as a location for a sewer lift station. A title search shows that Mr. Martin and his wife, Katherine C. Martin, own the lots, subject only to a Carolina Power and Light Company easement and 2013 taxes due to the County in the amount of \$430.00. The lots each have a \$25,000 tax value. Copies of tax maps showing the property are attached. The "Martin Lots" attachment is a more focused view. A condition of the donation is that the City pay the 2013 County property taxes.

Recommendation for CPC Consideration:

Accept the donation of the property with the requirement that the City pay the 2013 County property taxes.

Signature: *Rob Price*

Department: City Attorney

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management



2.13.a

HOOD

Attachment: Martin

Packet Pg. 91



2.13.b

Attachment: Martin

Packet Pg. 92

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Public Services

Submission Date: September 30, 2013

Subject: September 2013 Tax Releases

Summary/Background of Subject Matter -

Per G.S. 105-381, which authorizes the release or refund of billed and/or collected taxes when such taxes were imposed as a result of any of the following reasons: Clerical/computational error, the tax was listed and billed in the name of the wrong taxpayer, the property did not fall within the jurisdiction of the City of Lumberton, or the tax was listed in duplicate.

The City of Lumberton Tax Office submits for approval the following tax releases which were generated primarily in response to documentation from the Robeson County Tax Assessor and/or city staff clerical errors for the years and amounts outlined below:

2011.....\$10.80
2012.....\$569.78
2013.....\$1,611.93

Recommendation for CPC Consideration:

Approve the tax releases for the years and amounts listed above.

Signature: *Linda Oxendine*

Department: Public Services

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Manager

Submission Date: October 1, 2013

Subject: Board of Elections parking request

Summary/Background of Subject Matter -

The Robeson County Board of Elections has made a formal request to connect their new office on Walnut Street with the parking lot of the Lumberton Senior Citizen Center on Pine Street.

The request from the Board of Elections is for an entrance and exit gate (map attached) for overflow parking during the voting process for Early Voting and to provide access to the voting precinct polling place by election official on Election day.

Recommendation for CPC Consideration:

Staff recommends that City Council consider the request from the Robeson County Board of Elections and instruct staff on how to proceed.

Signature: *Wayne Horne*

Department: City Manager

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management



Robeson County Board of Elections
 Post Office Box 2159
 Lumberton, North Carolina 28359



Robeson County Board of Elections

Steve Stone, Chairperson
 Tiffany Peguise-Powers, Secretary
 Daniel Locklear, Member

Office

800 N. Walnut Street

Phone

(910) 671-3080

Fax

(910) 671-3089

Interim Director

Tina M. Bledsoe

09/23/2013

To: City of Lumberton
 City Manager,
 Wayne Horne

This is a formal request of consideration to connect the Robeson County Board of Elections Office on Walnut Street with the parking area of the Lumberton Senior Citizen Center on Pine Street.

We are seeking approval for an entrance and exit gate for overflow parking during the voting process for Early Voting and to provide access to the voting precinct polling place on Election Day.

Thank you for your consideration regarding this request.

Sincerely,

Steve Stone,
 Chairman of the Board

Tina M. Bledsoe,
 Interim Director

Attachment: Board of Election (1194 : Board of Elections parking request)



Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 8, 2013

Subject: Oaks Association

Summary/Background of Subject Matter -

Councilman Metzger requests \$500.00 of community revitalization funds for to the Oaks Association for an event held on October 20, 2013.

Recommendation for CPC Consideration:

Designate \$500.00 of CRF to the Oaks Association.

Signature: *Don Metzger*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 4, 2013

Subject: Precinct 2 - 2319 Rosenwald Street

Summary/Background of Subject Matter -

Councilman Robinson requests \$175.00 of Community Revitalization Funds for handicap rails located at 2319 Rosenwald Street.

Recommendation for CPC Consideration:

Designate \$175.00 of CRF to 2319 Rosenwald Street for handicap rails.

Signature: *John Robinson*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 4, 2013

Subject: Community Day in Precinct 2

Summary/Background of Subject Matter -

Councilman Robinson requests \$800.00 of CRF for a Community Day in Precinct 2 on October 12, 2013.

Recommendation for CPC Consideration:

Designate \$800.00 of CRF for a Community Day in Precinct 2.

Signature: *John Robinson*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 4, 2013

Subject: 2606 Rogers Street in Precinct 2

Summary/Background of Subject Matter -

Councilman Robinson requests \$200.00 of Community Revitalization Funds for a handicap rail at 2606 Rogers Street.

Recommendation for CPC Consideration:

Designate \$200.00 of CRF to 2606 Rogers Street for a handicap rail.

Signature: *John Robinson*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: De-obligation of Funds

Summary/Background of Subject Matter -

Councilman Cantey requests de-obligation of CRF from code 10-00-4313-2125.

Recommendation for CPC Consideration:

De-obligate \$100.00 of CRF from code 10-00-4313-2125.

Signature: *John Cantey Jr.*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: Miss Lumberton USA 2014

Summary/Background of Subject Matter -

Councilman Cantey requests \$100.00 of Community Revitalization Funds be designated to Miss Lumberton USA 2014; Ms. Jasmine Calvin who is seeking sponsorship support in this year's Miss North Carolina USA pageant held on November 9, 2013 in High Point.

Recommendation for CPC Consideration:

Designate \$100.00 of CRF to Miss Lumberton USA 2014. Additional funds added:

P2 - \$100.00 and P6 - \$100.00

Signature: *John Cantey Jr.*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management



Dear Prospective Sponsor,

"A dream you dream alone is only a dream, but a dream you dream together is reality." –John Lennon

Greetings! My name is Jasmine Calvin; I am currently Miss Lumberton USA 2014 and have the honor of representing Lumberton, North Carolina in the Miss North Carolina USA 2014 pageant. Being a Lumberton native, I know the importance of being a woman of courage and perseverance who strives to achieve all that she endeavors.

The Miss North Carolina USA 2014 is much more than a pretty face. She is an intelligent and poised representation of North Carolina, who is dedicated and driven to serve others. In fact, these are all qualifications that I possess. I am not only privileged to have an opportunity to represent the state of North Carolina but you and your organization. As a community activist it is my duty to support those businesses/organizations that uplift and build our community.

To this end, I am seeking your sponsorship support in this year's Miss North Carolina USA pageant, held November 9, 2013 in High Point, North Carolina. Your sponsorship gift will go to the cost of pageant preparation, including wardrobe, interview and public speaking consultations, platform development expense (administrative and advocacy) and miscellaneous cost/services. Your gift will also support post pageant promotional activities and is tax deductible for you.

Furthermore, you have an opportunity to showcase your business/organization through advertisement in the pageant's souvenir booklet. By doing this, you will become one of my official sponsors!

In addition, our partnership will be mutually beneficial; support from the community in the form of sponsorship is essential to my success as Miss North Carolina USA 2014 and potentially Miss USA 2014. Therefore, I ask for your support and contribution.

To make a donation, please write a check payable to "Miss North Carolina USA" and mail it to the address below. Please write my name (Jasmine Calvin) in the memo line, so I can receive credit for your contribution.

RPM Productions, Inc.
541 Holley Lake Road
Aiken, SC 29803

You may also make an online contribution with a credit or debit card by visiting www.rpmproductions.com. In addition, if you have a specific good or service I can use during my pageant preparations, please feel free to contact me at **336.406.6361**.

Thank you in advance for your support!

Sincerely,

Jasmine Calvin, Miss Lumberton USA 2014



Attachment: Miss Lumberton USA 2014 (1199 : Miss Lumberton USA 2014)



Please like my Facebook Fan Page: www.facebook.com/MissLumbertonUSA
 Please follow me on Twitter: @MsLumbertonUSA
 Please like RPM on Facebook: www.facebook.com/rpmproductions

RPM PRODUCTIONS, INC.

"Where beauty meets ability."



OFFICIAL PRELIMINARIES TO THE
MISS USA & MISS TEEN USA PAGEANTS
ALABAMA • LOUISIANA
NORTH CAROLINA • SOUTH CAROLINA

Dear Prospective Sponsor:

The young lady presenting this letter to you was chosen from many qualified applicants throughout the state to take part in a prestigious two-day event: The Miss North Carolina state pageant. We will crown this year's Miss North Carolina USA in just a few short months, and the winner will go on to compete in the national MISS USA Pageant, owned by Donald Trump and NBC Universal.

This is an incredibly exciting occasion for her and should not be taken lightly! Such a great opportunity may only be possible with your help and could very well change the course of this young woman's life forever. This competition can open a multitude of doors to further her career and individual pursuits of excellence. RPM Productions and the Miss Universe Organization embrace the importance of strong values, effective communication and hard work. Our contestants and titleholders serve as outstanding role models for their peers. Beyond the undeniable personal growth, imagine Jasmine representing Lumberton in the MISS USA Pageant because of your assistance!

Contestants have been encouraged to request sponsorships from family, friends, and community leaders to offset the cost of participating in the statewide contest. As a sponsor, you will play an integral role in helping this young woman reach her full potential, meet a life long goal, and realize her dream of making a difference. You are asked to participate financially by providing a portion of her fees. This may be in the form of a simple monetary donation, or you may purchase an ad in the official program book from which she will receive a commission. This contribution can be drawn from your advertising budget and may be utilized as a tax deduction. The sponsorship fee in part pays for:

1. Jasmine's expenses during the two-day program including, but not limited to, food, local transportation and lodging at our host hotel. Chaperones and security are provided by the pageant during the event.
2. As a sponsor your name and business name will be printed in the official program book, which is circulated across the state of Alabama and seen by all who attend the pageant.
3. Should your contestant win the state title, you would have the opportunity to have her visit your company in her official capacity and show her appreciation by signing autographs. Many times, the local media will be on hand to help promote her appearance, thereby promoting your business. Just think of the marketing possibilities!

Each contestant has a competition wardrobe to prepare and countless other small yet exciting details to complete. Your early assistance with her sponsorship will ease her mind and be greatly appreciated. For tax purposes, you may make your check payable to "Miss North Carolina USA pageants." Please give it directly to your contestant. You may also make a contribution by visiting the www.rpmproductions.com website and clicking the "Make a Payment" button. This payment will be credited directly to her account.

Become part of this win-win opportunity by supporting your contestant and change her life forever.

Sincerely,

Paula M. Miles
Executive Director

Attachment: Miss Lumberton USA 2014 (1199 : Miss Lumberton USA 2014)

ADVERTISEMENT ORDER FORM

FILL OUT ONE FORM FOR EACH AD SOLD.
IF AD IS SENT VIA EMAIL, ALSO SUBMIT THIS FORM VIA EMAIL TO
paperwork@rpmproductions.com

Contestant: Jasmine Calvin Telephone: 336.406.6361
State: North Carolina Teen or Miss: Miss
Sponsor: _____ Telephone: _____
Amount Received: _____ Payment Made Online: _____

Ad Attached

Ad Sent Via Email

Ad Coming Later

❖REMEMBER❖

Attach an Advertisement Order Form to each ad you submit, along with payment.
Credit cards, checks, money orders & cashier's checks are acceptable forms of payment.
Checks, money orders & cashier's checks should be made payable to RPM Productions, Inc.
Remember, your sponsors may make their ad payments online by accessing our secure website.

	Full-Page 7.5" x 10" 1 Photo	Full-Page 7.5" x 10" 2-4 Photos	Full-Page 7.5" x 10" 5+ Photos	Half-Page 7.5" x 4.875"	Quarter-Page 3.625" x 4.875"	Business Card 3.625" x 1.625"
Camera-Ready	\$450	\$450	\$450	\$300	\$220	\$100
To Be Created	\$500	\$525	\$550	\$350	\$250	\$110
Spotlight Camera-Ready	\$225	\$225	\$225	\$150	\$110	\$50
SpotlightSpot To Be Created	\$275	\$300	\$325	\$200	\$140	\$60

FOR OFFICE USE ONLY

REVIEWED & APPROVED _____

ADVERTISEMENT LAYOUT

Full Page Ad

7.5" x 10"

Full Page Ad (With Full Bleed)

8.625" x 11.25"

Business Card Ad

3.625" x 1.625"

Quarter-Page Ad

3.625" x 4.875"

Half-Page Ad

7.5" x 4.875"

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: P5 Community Day

Summary/Background of Subject Matter -

Councilman Cantey requests \$400.00 of CRF for a Community Day on October 12th

Recommendation for CPC Consideration:

Designate \$400.00 of CRF for a Community Day.

Signature: *John Cantey Jr.*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: W.H. Knuckles Visual Security System

Summary/Background of Subject Matter -

Councilman Cantey requests \$100.00 of CRF to W.H. Knuckles for a 2-Way Visual Security System.

Recommendation for CPC Consideration:

Designate \$100.00 to W.H. Knuckles School. Additional funds are listed as:

P1 -\$100.00 P2 - \$100.00

Signature: *John Cantey Jr.*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: Community Revitalization Funds-P7

Summary/Background of Subject Matter -

Councilman Maynor requests \$500.00 of Community Revitalization Funds be designated to the West Lumberton Elementary School for the Positive Behavioral Intervention Support program (PBIS).

Recommendation for CPC Consideration:

Designate \$500.00 of CRF to the West Lumberton Elementary School for the PBIS program in Precinct 7.

Signature: *Leon Maynor*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: W.H. Knuckles PBIS

Summary/Background of Subject Matter -

Councilman Maynor requests \$100.00 of Community Revitalization Funds be designated to W. H. Knuckles for the Positive Behavioral Intervention

Recommendation for CPC Consideration:

Designate \$100.00 of CRF to W.H. Knuckles for the Positive Behavioral Intervention program.

Signature: *Leon Maynor*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: Lumberton Junior High School

Summary/Background of Subject Matter -

Councilman Maynor requests \$100.00 of CRF to Lumberton Junior High School for the Positive Behavioral Intervention Support Program.

Recommendation for CPC Consideration:

Designate \$100.00 of CRF to Lumberton Junior High School for the Positive Behavioral Intervention Support Program. Additional funds added:

P1 - \$100.00 P6 - \$100.00

Signature: *Leon Maynor*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: Robeson County Executive Law Enforcement Officer's Association

Summary/Background of Subject Matter -

Councilman Hackney requests that \$500.00 of CRF be designated to the Robeson County Executive Law Enforcement Officer's Association.

Recommendation for CPC Consideration:

Designate \$500 of CRF to the Robeson County Executive Law Enforcement Officer's Association from Precinct 8.

Signature: *Erich Hackney*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 2, 2013

Subject: Lumberton Christmas Parade

Summary/Background of Subject Matter -

Lumberton Area Chamber of Commerce is requesting the designation of \$5,000 to defray some of the overhead expenses for the Lumberton Christmas Parade. The Christmas parade will be November 23, 2013.

Recommendation for CPC Consideration:

Designate \$5,000 to the Lumberton Area Chamber of Commerce for the Lumberton Christmas Parade.

Signature: *Raymond Pennington*

Department: City Council

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 9, 2013

Subject: P6 Boys & Girls Club

Summary/Background of Subject Matter -

Councilman Jones requests \$200.00 of CRF to be given to the Lumberton Boys & Girls Club to purchase essential items.

Recommendation for CPC Consideration:

Designate \$200.00 of CRF to the Boys & Girls Club. Additional funds were given as follows:

P1 - \$100.00 P2 - \$100.00 P7 - \$100.00 P3 - \$300.00 P4 - \$200.00.

Signature: *Robert Jones*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 9, 2013

Subject: P6 - Church & Community Center

Summary/Background of Subject Matter -

Councilman Jones requests \$200.00 of CRF to be given to the Robeson County Church & Community Center for building a handicap ramp.

Recommendation for CPC Consideration:

Designate \$200.00 of CRF to the Robeson County Church & Community Center.

Signature: *Robert Jones*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 9, 2013

Subject: P6 - Lumberton High School Band Uniforms

Summary/Background of Subject Matter -

Councilman Jones requests \$500.00 of CRF to be given to Lumberton High School for band uniforms.

Recommendation for CPC Consideration:

Designate \$500.00 of CRF to Lumberton High School.

Signature: *Robert Jones*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 9, 2013

Subject: W. H. Knuckles Fundraiser (CRF) P6

Summary/Background of Subject Matter -

Councilman Jones requests \$350.00 of CRF to be given to W.H. Knuckles Elementary School for a fundraiser.

Recommendation for CPC Consideration:

Designate \$350.00 to W.H. Knuckles for a fundraiser.

Signature: *Robert Jones*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Council

Submission Date: October 9, 2013

Subject: Community Revitalization Funds

Summary/Background of Subject Matter -

Councilman Jones requests \$100.00 of Community Revitalization Funds be designated to Miss Lumberton USA 2014; Ms. Jasmine Calvin who is seeking sponsorship support in this year's Miss North Carolina USA pageant held on November 9, 2013 in High Point.

Recommendation for CPC Consideration:

Designate \$100.00 of CRF to Miss Lumberton USA 2014.

Signature: *Robert Jones*

Department: City Council

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: MIS

Submission Date: October 3, 2013

Subject: Surplus IT Equipment

Summary/Background of Subject Matter -

The following items are defective IT equipment.

- 37 Computers
- 7 Servers
- 15 Monitors
- 5 Printers
- 5 Uninterruptible Power Supplies (UPS)
- 1 Television
- 1 Analog Video Recorder
- 1 Network Attached Storage Appliance

Recommendation for CPC Consideration:

Declare these items as surplus and authorize MIS to dispose of as necessary.

Signature: *Travis Branch*

Department: MIS

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: September 30, 2013

Subject: FY10 CDBG Economic Recovery Closeout Public Hearing >>

Summary/Background of Subject Matter -

This is the CDBG closeout public hearing for the FY10 Economic Recovery Grant. The purpose of the Public Hearing is to entertain citizens' comments on the City's performance and Council to authorize Staff to proceed with the closeout paperwork to be submitted to the NC Department of Commerce.

Recommendation for CPC Consideration:

Recommend Council conduct the Public Hearing and authorize Staff to proceed with closing out the grant.

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: October 2, 2013

Subject: Creation of Section 35-178 C, Organized Shelter Type C

Summary/Background of Subject Matter -

Currently, the Land Use Ordinance for the City of Lumberton does not allow organized shelters that provide counseling and/or therapeutic activities on site. The Planning Department requests that the following sections be amended to accommodate for a greater number of individuals and to allow counseling and/or therapeutic activities on site.

On August 20, 2013 the Planning Board tabled the petition and requested additional information. On September 17, 2013 the Planning Board reviewed the request and recommends approval.

Definitions Section

Organized shelter--Type C. A transitional housing facility designed to temporarily feed, shelter and provide counseling or therapeutic activities for individuals according to the standards in section 35-178.

Sec. 35-178. Organized shelters

(A) An organized shelter Type A shall meet all of the following standards:

- (1) The shelter may not operate kitchen facilities for the preparation of meals, but light snacks and hot beverages may be served.

Recommendation for CPC Consideration:

Recommends City Council approve this request by approving the attached ordinance creating Section 35-178 C, Organized Shelter Type C

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management

ORDINANCE AMENDING SECTION 35-178 OF THE CODE OF THE CITY OF LUMBERTON, AMENDING THE PROVISIONS RELATING TO ORGANIZED SHELTERS

BE IT ORDAINED by the City Council of the City of Lumberton that various sections of the Code of the City of Lumberton, be and is hereby amended as follows:

1. ADDING and/or AMENDING the following section(s):

Definitions Section

Organized shelter--Type C. A transitional housing facility designed to temporarily feed, shelter and provide counseling or therapeutic activities for individuals according to the standards in section 35-178.

Sec. 35-178. Organized shelters

- (A) An organized shelter Type A shall meet all of the following standards:
- (1) The shelter may not operate kitchen facilities for the preparation of meals, but light snacks and hot beverages may be served.
 - (2) The shelter shall provide 50 square feet of sleeping space per person.
 - (3) The shelter will conform to all applicable health, building codes, licensing laws and regulations.
 - (4) The shelter operators will provide an employee or volunteer to maintain continuous on-site supervision of the shelter during the shelter's hours of operation.
- (5) No shelter shall be located within **one and one-half mile** radius (determined by straight line and not street distances) of another organized shelter **Type A, Type B or Type C**.
- (B) An organized shelter Type B shall meet all of the following standards:
- (1) The organized shelter Type B shall house no more than 15 individuals at any one time.
 - (2) No individual shall remain in any one shelter longer than 30 consecutive days. No individual shall be readmitted to any organized shelter Type B until at least 14 days have elapsed from his last residency at that shelter.
 - (3) No counseling or therapeutic activities shall be conducted in an organized shelter Type B. Referral of residents to employment agencies and other personal service agencies shall not be deemed to be counseling.

(4) The shelter operators will provide an employee or volunteer to maintain a continuous on-site supervision of the shelter.

(5) No organized shelter Type B shall be located within a **one and one-half mile** radius (determined by straight line and not street distances) of another organized shelter **Type A, Type B or Type C**.

(C) An organized shelter Type C shall meet all of the following standards:

(1) The organized shelter Type C shall house no more than forty-five (45) individuals at any one time.

(2) No individual shall remain in any one shelter longer than (90) consecutive days. No individual shall be readmitted to any organized shelter Type C until at least thirty (30) days have elapsed from his last residency at that shelter.

(3) Counseling and/or therapeutic activities may be conducted in an organized shelter Type C.

(4) The shelter operators shall provide at least one employee or volunteer at all times to maintain continuous on-site supervision of the shelter.

(5) No organized shelter Type C shall be located within a one and one-half mile radius (determined by straight line and not street distances) of another organized shelter Type C, an organized shelter Type B or an organized shelter Type A.

Use Description	B-4	B-5	B-6	B-7	M-1	M-2	M-3
7.500 Organized Shelters Facilities							
7.510 Type A	C			C	C	C	
7.520 Type B	C			C	C	C	
7.530 Type C	C			C	C	C	

Parking table

7.510 7.520 7.530	1 space per every 3 beds or 1 space per 400 square feet of gross floor area, whichever is greater.
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Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: October 2, 2013

Subject: CUP for Lumberton Christian Care

Summary/Background of Subject Matter -

Lumberton Christian Care Center has submitted a Conditional Use Permit application for property located at 220 East Second Street, parcel #3238-01-014. This request is to obtain a Conditional Use Permit to operate a soup kitchen/transient housing (Organized Shelter type "C").

On February 11, 2013 City Council voted to approve Lumberton Christian Care Center's previous CUP request for an Organized Shelter type "B" which allows for 15 individuals.

Lumberton Christian Care has been selected to participate in the North Carolina Housing Finance Agency Supportive Housing Program. They have been awarded \$600,000 for the construction of the emergency housing portion of the new facility. In order to receive the funds, the facility has to increase the number of individuals they will be able to assist at one time from 15 to 44.

On July 29, 2013 Lumberton Christian Care Center is requesting to operate an Organized Shelter type "C". They stated that the Organized Shelter type "C" will best suit their needs.

Sec. 35-178. Organized shelters

(C) An organized shelter Type C shall meet all of the following standards:

- (1) The organized shelter Type C shall house no more than forty-five (45) individuals at any one time.
- (2) No individual shall remain in any one shelter longer than (90) consecutive days. No individual shall be readmitted to any organized shelter Type C until at least thirty (30) days have elapsed from his last residency at that shelter.
- (3) Counseling and/or therapeutic activities may be conducted in an organized shelter Type C.
- (4) The shelter operators shall provide at least one employee or volunteer at all times to maintain continuous on-site supervision of the shelter.

Recommendation for CPC Consideration:

Recommend that City Council hold today's public hearing and approve the attached Conditional Use Permit.

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

NORTH CAROLINA**CONDITIONAL USE PERMIT****ROBESON COUNTY**

APPLICANT: Lumberton Christian Care
 PROPERTY OWNER: City of Lumberton
 TAX MAP: 3238-01-014
 DEED REFERENCE: Deed Book: 1360 Page: 463
 PROPOSED USE: Organized Shelter Type "C"
 MEETING DATE: October 9, 2013

On the date listed above, the City Council of the City of Lumberton met to consider an application to issue a Conditional Use Permit for the aforelisted proposed use of property at the aforelisted property location.

Having heard all the evidence and argument presented at the hearing, the Council finds that the application is complete, that the application complies with all of the applicable requirements of the Lumberton Land Use Ordinance for the development proposed, and that, therefore, the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Lumberton Land Use Ordinance and the following conditions:

(1) The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Planning and Neighborhood Services Department of the City of Lumberton, North Carolina.

(2) In granting the Conditional Use Permit, the Council has placed the following additional conditions or requirements upon the owner, his successors and assigns in exercising the rights granted herein:

To operate an Organized Shelter Type "C"

(3) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, this permit shall be void and of no effect.

Nothing authorized by the permit may be done until the property owner properly executes and returns to the City the attached acknowledgement of the issuance of this permit so that the City may have it recorded in the Robeson County Registry.

IN WITNESS WHEREOF, The City of Lumberton has caused this permit to be issued in its name, and the undersigned, being all of the property owners of the above-described property, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

CITY OF LUMBERTON

BY: _____
Raymond B. Pennington, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

The undersigned, being all of the owners of the above described property, do hereby acknowledge: (1) receipt of this Conditional Use Permit, (2) that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements, and (3) that this restriction shall be binding on them and their successors in interest.

_____(SEAL) _____(SEAL)
Owner Owner

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notorial Seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____.

Attachment: CUP 2013 (1201 : CUP for Lumberton Christian Care)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: Planning / Inspections

Submission Date: October 2, 2013

Subject: Rezoning application for 806 E. 2nd Street, parcel #3239-01-014

Summary/Background of Subject Matter -

Kenneth Gray Britt has submitted a rezoning application for property located at 806 E. 2nd Street, parcel #3239-01-014. This request is to rezone property from M-1, Light Manufacturing to B-4, Business General Commercial.

September 17, 2013 the Planning Board reviewed the request and recommends approval.

Recommendation for CPC Consideration:

Recommend that City Council hold tonight's public hearing and approve the attached ordinance rezoning 806 E. 2nd Street, parcel #3239-01-014 to B-4, Business General Commercial.

Signature: *Brandon Love*

Department: Planning / Inspections

City Manager's Comments:

<< FOR CITY MANAGER ONLY >>

Signature: *Wayne Horne*

Department: City Management



DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the Official Zoning Map of the City of Lumberton, North Carolina be amended as hereinafter described:

(NOTE: Please complete this application by typing or printing legibly.)

1. Applicant:Owner:

Full Legal Name: KENNETH GRAY BRITT Full Legal Name: SAME
Physical Address: 1341 OLD STAGE RD. Physical Address: _____
FAIRMONT, NC 28340
Mailing Address: SAME Mailing Address: _____
Telephone: 910-301-4812 Telephone: _____
Legal Name of Business: N/A

2. Description of Property:

806 EAST 2ND ST., LUMBERTON 893 790
(Address) (Deed Book) (Page)
N/A N/A 54' 5,832 ft²
(Map Book) (Page) (Frontage) (Area)

3. Tax Map Identification Number (parcel number):3239-01-0144. Existing Zoning District Designation of Property:M-1 LIGHT MANUFACTURING5. Requested Zoning District Designation of Property:B-4 BUSINESS/COMMERCIAL6. Applicant's Interest In Property (check one): ☒ Owner☐ Owner's Agent☐ Lease-to-Own☐ Tenant☐ Family member☐ Other (explain) _____7. Legal Description of Property: Attach a running description of the portion of the property to be rezoned in metes and bounds sufficient to reconstruct the same on the property.8. Site Map: Attach a map of the property in question.9. Application Fee: Submit the fee payment with application. The application fee is **nonrefundable**.

1 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File # 6-103

7/23/2012

Updated 4/5/2012

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

10. Applicant's Intended Use of Property (Applicant should attach a detailed business plan which includes the intended use of the property):

I, Kenneth Britt built the shop located at 806 E 2nd Street, Lumberton, NC in 1996 for the use of a Barber Shop. It stayed in operation until I became disabled. I am asking for it to be re-zoned so I can lease the property to someone. I would appreciate the re-zoning to be done. Thank You.

Sincerely,
Kenneth Britt

2 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File #

7/23/2012

Updated 4/5/2012

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975



DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

11. Notarized Signatures:

Applicant: Kenneth Gray Britt 1341 Old Stage Rd Fairmont
Full Legal Name (type or print) Physical Address NC 283
170

STATE OF North Carolina COUNTY OF Robeson

I, Maecia H. Hammonds, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Applicant: Kenneth Gray Britt
Signature

WITNESS my hand and official seal, this the 28 day of August, 2013.

(Official Seal)

Maecia H. Hammonds
Official Signature of Notary

Maecia H. Hammonds, Notary Public
Notary's printed or typed name

My Commission Expires: 4/22/2014

Owner: Kenneth Gray Britt 1341 Old Stage Rd Fairmont
Full Legal Name (type or print) Physical Address NC 283
170

STATE OF North Carolina COUNTY OF Robeson

I, Maecia H. Hammonds, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Owner: Kenneth Gray Britt
Signature

WITNESS my hand and official seal, this the 28 day of August, 2014.

(Official Seal)

Maecia H. Hammonds
Official Signature of Notary

Maecia H. Hammonds, Notary Public
Notary's printed or typed name

My Commission Expires: 4/22/2014

3 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File #

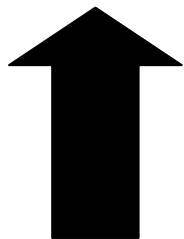
7/23/2012

Updated 4/5/2012

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975



NOT TO SCALE



REQUESTED: Rezoning from M-1 to B-4
OWNER: Kenneth Gray Britt
MEETING DATES: Public Hearing: October 9, 2013 at 11:00am
PLACE: CITY COUNCIL CHAMBERS CITY HALL 3 RD FLOOR

Attachment: Ken Britt Application (1206 : Rezoning application for 806 E. 2nd Street, parcel #3239-01-014)

ORDINANCE AMENDING THE LAND USE ORDINANCE AND OFFICIAL ZONING MAP
BY REZONING PROPERTY FROM M-1 (LIGHT MANUFACTURING) TO B-4
(BUSINESS GENERAL COMMERCIAL)

Owner(s):	Kenneth Gray Britt
Applicant(s)	Kenneth Gray Britt
Address:	806 E. 2 nd Street
Parcel:	3239-01-014
Deed:	Deed Book 893 page 790

WHEREAS, a petition requesting the rezoning of certain property was filed with the Director of Planning and Neighborhood Services on August 28, 2013;

WHEREAS, the proposed amendment initiated by said petition was submitted to the Planning Board for review and recommendation and the Planning Board did make a recommendation at its September 17, 2013 meeting;

WHEREAS, the City Council set a public hearing on the proposed amendment for October 9, 2013;

WHEREAS, the public notice of said public hearing was published in a newspaper having general circulation in the City of Lumberton on September 27, 2013 and October 4, 2013;

WHEREAS, written notice of said public hearing was mailed to the owners of the property to be rezoned as well as the owners as shown on the county tax listing of all properties, any portion of which is within one hundred fifty (150) feet of the property rezoned by the amendment, pursuant to G.S. 35-323 on September 18, 2013;

WHEREAS, a sign containing notification of said public hearing was posted on the property to be rezoned on September 27, 2013;

WHEREAS, a public hearing on the question of rezoning was held on October 9, 2013, and all persons were given an opportunity to be heard;

WHEREAS, the City Council of the City of Lumberton does hereby determine and find that in accordance with the City of Lumberton's comprehensive zoning plan and for the purpose of promoting the health, safety, morals and the general welfare of the community, the property hereinafter described is best suited to be designated as B-4, Business General Commercial and;

WHEREAS, G.S. 160A-381 grants to the City of Lumberton the power to zone, G.S. 160A-382 permits the City of Lumberton to divide its territorial jurisdiction into districts, and G.S. 160A-385 permits the City of Lumberton to amend its zoning boundaries;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lumberton that the Land Use Ordinance and Official Zoning Map of the City of Lumberton be and the same is hereby amended by rezoning that property more fully described herein from M-1 (light manufacturing) to B-4 (business general commercial), said property being described as follows:

Lying and being adjacent to and on the south side of East Second Street, on the east side of but not adjacent to Chippewa Street and on the west side of but not adjacent to Seneca Street, adjacent to the lands of James Gibson (655/552) on the west, John Carter (795/147) on the east, James Chavis (601/502) and Rose Andrews (646/200) on the south and being more particularly described as follows:

BEGINNING at an existing iron rod in the southern right of way line (54 ft. right of way) of East Second Street, said iron being located South 85 degrees 45 minutes East 108.0 feet from an existing iron pipe at the intersection of the south right of way line of East Second Street with the eastern right of way line (54 ft. right of way) of Chippewa Street and runs thence from said beginning iron rod with the southern right of way line of East Second Street South 85 degrees 45 minutes East 54.0 feet to an existing iron rod in said southern right of way line; thence South 04 degrees 15 minutes West 108.0 feet to an existing iron rod; thence North 85 degrees 45 minutes West 54.0 feet to an existing iron rod; thence North 04 degrees 15 minutes East 108.0 feet to the beginning.

And being a part of Lot 231 of the City of Lumberton (Map Book 1, Page 16); the same being Tract No.3 conveyed to Martha Britt Bunn in Deed Book 569, Page 990, Robeson County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 569 at Page 990 and Deed Book 13-J at Page 18-5, Robeson County Registry.

On motion of Councilman _____, seconded by Councilman _____, the foregoing Amendment was adopted on the 8th day of October, 2012.

Raymond B. Pennington, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert E. Price, Interim City Attorney

Ordinance No.

Attachment: Britt Rezoning Ordinance (1206 : Rezoning application for 806 E. 2nd Street, parcel #3239-01-014)

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Manager

Submission Date: October 3, 2013

Subject: Project Cartoon

Summary/Background of Subject Matter -

City Manager Horne stated that Staff is currently working with the Robeson County Economic Development office to assist an existing Industry with a plant modernization and expansion.

*Project Parameters-\$9 million investment in equipment and machinery. Ten jobs full time jobs will be created. The current average wage is \$23.62 per hour.

Year-1	\$28,350
Year-2	\$28,350
Year-3	\$28,350
Total	\$85,050

If the Level I incentives (50% Inducement) are approved by Council they will be granted as a utility tax credit over a three year period.

Recommendation for CPC Consideration:

That City Council conduct a Public Hearing to consider economic development incentives for Project Cartoon.

Signature: *Wayne Horne*

Department: City Manager

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

Lumberton City Council

Lumberton, North Carolina



REQUEST FOR CPC ACTION

Meeting Date: October 9, 2013

Originated By: City Manager

Submission Date: July 30, 2013

Subject: French Property Easement

Summary/Background of Subject Matter -

B.G. French is interested in offering the City of Lumberton an easement on the 140.7 acres of wood/swamp land that adjoins Mayfair subdivision. The City currently has 4 outfall lines from the subdivision that drains through this tract of land to the Saddletree Swamp which is the western boundary of the property. The property which is located outside the city limits has a tax value of \$371,500.

Recommendation for CPC Consideration:

That City Council considers the offer by of an easement on the 140.7 acres tract of land adjoining Mayfair Subdivision to the City of Lumberton and advice staff on how to proceed.

Signature: *Wayne Horne*

Department: City Manager

City Manager's Comments:

Signature: *Wayne Horne*

Department: City Management

140.7 ACRES+- WOODS/SWAMP
1.3 ACRES+- TOWERS
1.3 ACRES+- FRONTAGE LOT
1.3 ACRES+- FRONTAGE WOODLAND
1.3 ACRES+- FRONTAGE WOODS/SWAMP
1.3 ACRES+- TOTAL REMAINING AREA

140.7 ACRES+-

8.66 ACRES+-

SOUTHEASTERN MEDICAL CENTER
26.55 ACRES

1.3 ACRES

12.93 ACRES+-

10 ACRES+-

GRAPHIC SCALE

1 inch = 200 ft.

French Family Properties

John D. Powers, Jr.
Professional Land Surveyor



Attachment: B.G. French Property (1144 : French Property Easement)

4 OUTFALL